

Terms and Conditions Customer Copy

1 Hire

The Company shall let and the Customer shall take on hire the Vehicle and the Equipment for the Period of Hire in accordance with and subject to the terms and conditions set out below.

2 Purpose of hire

The Customer represents, warrants and undertakes, and it is a condition of this Agreement, that the Vehicle and the Equipment will be used for the primary purpose of the carriage of disabled persons (as defined by the Disability Discrimination Act 1995) and that the use of the Vehicle and the Equipment for any other purpose shall be ancillary to such primary purpose.

3 The Driver

3.1 The Customer represents, warrants and undertakes that:

- the Driver's details provided are true and accurate;
- at all times during the Period of Hire the Driver will hold a current valid full (not provisional) British driving licence entitling him/her to drive the Vehicle on a road; and
- the Driver is over the age of 21 years at the date of commencement of the Period of Hire and is below the age of 70 years.

3.2 If the Driver ceases for any reason to hold a current valid full (not provisional) British driving licence entitling him/her to drive the Vehicle on a road the Customer shall:

- ensure that the Driver does not drive the Vehicle; and
- immediately notify the Company.

3.3 The Customer shall procure that:

- the Vehicle is driven only by the Driver and no other person, except with the prior written consent of the Company;
- at all times whilst the Driver is driving the Vehicle he/she holds a current valid full (not provisional) British driving licence entitling him/her to drive the Vehicle on a road; and
- the Vehicle is driven legally and that whilst driving the Vehicle the Driver complies with all applicable road traffic law.

If the Company consents to another person driving the Vehicle then with effect from the date of the consent this Agreement shall apply to that person as if he/she was the Driver.

4 Suitability of the Vehicle and the Equipment

4.1 The Company gives no representations, warranties or undertakings that the Vehicle or any item of the Equipment is suitable for any use intended by the Customer.

4.2 The Customer shall be solely responsible for satisfying himself and ensuring that the Vehicle and each item of the Equipment is suitable for its intended use.

5 Delivery of the Vehicle and the Equipment

5.1 The Company shall make the Vehicle and the Equipment available for collection by the Customer at the Company's premises or at such other place as the Company may agree during the hours of 10.00 am and 4.00 pm on the date of commencement of the Period of Hire or at such other time as the Company may agree.

5.2 Delivery of the Vehicle and the Equipment will be deemed to take place when the Customer collects and takes possession of the Vehicle.

5.3 If the Customer fails for any reason to collect or take possession of the Vehicle or any item of the Equipment the Customer's obligations to pay to the Company the Rentals, the Vehicle Protection Insurance Premium and the Excess Mileage Charge (if any) provided for in this Agreement shall not be affected.

6 Condition of the Vehicle and the Equipment at delivery

6.1 The Company warrants that at the point of delivery:

- the Vehicle will:
 - be safe and roadworthy;
 - be in good repair and condition;
 - be clean and tidy; and
 - have a full tank of fuel; and
- each item of the Equipment will be in good working order.

6.2 The Vehicle and each item of the Equipment shall be deemed to have been delivered in a satisfactory condition unless the Customer notifies the Company of a defect at the time of delivery.

7 Vehicle licencing and testing

The Company warrants that at all times during the Period of Hire the Vehicle will:

- be licenced under the Vehicles (Excise) Act 1971; and
- have a current valid MOT Test Certificate.

8 Use of the Vehicle

The Customer shall ensure that at all times the Vehicle is:

- used for the primary purpose of the carriage of disabled persons and that all other use of the Vehicle is for a purpose ancillary to such primary purpose, and without prejudice to the foregoing the Vehicle shall not be used for any business purpose including but not limited to hire, driving tuition, racing or any other sporting competitions;
- used properly and safely and without risk to health, and without prejudice to the foregoing the Vehicle shall not carry more than the maximum permitted number of passengers or be overloaded in any way;
- not altered or modified in any way and that the paintwork, body and coachwork of the Vehicle is not defaced;
- kept clean and tidy;
- not taken outside Great Britain without the Company's prior written consent; and
- kept safe and secure when not in use and that the keys are not left in the Vehicle when unattended.

9 Breakdown and loss or damage to the Vehicle

9.1 If the Vehicle suffers a breakdown or other material mechanical failure the Customer shall:

- immediately stop using the Vehicle; and
- as soon as practicable notify the Company.

9.2 If the Vehicle is lost or stolen the Customer shall immediately:

- report the loss or theft to the Police and extract a crime reference number; and
- notify the Company and give the crime reference number.

9.3 If the Vehicle suffers any damage but can continue to be used safely and without risk to health the Customer shall:

- use all reasonable endeavours to mitigate any further damage; and
- as soon as practicable notify the Company.

9.4 If the Vehicle suffers any damage and can not continue to be used safely and without risk to health the Customer shall:

- immediately stop using the Vehicle; and
- as soon as practicable notify the Company.

9.5 Any loss of or damage to the Vehicle caused by the default or negligence of the Customer or the Driver shall be deemed to be a material breach of this Agreement.

10 Repair and recovery of the Vehicle

10.1 Subject to compliance by the Customer of his obligations in clause 9, if the Vehicle suffers a breakdown or other mechanical failure or suffers any damage and can not continue to be used safely and without risk to health the Company shall use all reasonable endeavours to procure the Vehicle is repaired to a satisfactory condition as soon as is reasonably practicable. If the Vehicle is repaired to a satisfactory condition without the need for recovery the Company shall have no liability to the Customer arising out of or in connection with the breakdown, mechanical failure or damage and the Customer's obligations under this Agreement to pay the Rentals, the Vehicle Protection Insurance Premium and the Excess Mileage Charge (if any) shall not be affected.

10.2 Subject to compliance by the Customer of his obligations in clause 9, if the Vehicle is lost or stolen or suffers a breakdown or other mechanical failure or suffers any damage and can not continue to be used safely and without risk to health, and in the case of breakdown, mechanical failure or damage the Vehicle can not be repaired to a satisfactory condition without the need for recovery, the Company shall procure that:

- the Vehicle is recovered; and
- as soon as is reasonably practicable the Customer, the Driver and each passenger in the Vehicle is transported to his destination or to such other location as the Company may agree.

10.3 In the circumstances contemplated in clause 10.2 and subject to compliance by the Customer of his obligations in clause 9, the Company shall use all reasonable endeavours to provide the Customer with a suitable replacement Vehicle as soon as is reasonably practicable. If the Company provides the Customer with a suitable alternative Vehicle the Company shall have no liability to the Customer arising out of or in connection with the loss, theft, breakdown, mechanical failure or damage and the Customer's obligations under this Agreement to pay the Rentals, the Vehicle Protection Insurance Premium and the Excess Mileage Charge (if any) shall not be affected.

10.4 Subject to compliance by the Customer of his obligations in clause 9, if the Company is unable to provide the Customer with a suitable replacement Vehicle in accordance with clause 10.3 the Company shall procure that as soon as is reasonably practicable or at such other time as the Company may agree the Customer, the Driver and each passenger in the Vehicle is transported to their home address or to such other location as the Company may agree. If the Company complies with its obligations under this clause 10.4 the Company shall have no liability to the Customer arising out of or in connection with the loss, theft, breakdown, mechanical failure or damage. Upon the last of the Customer, the Driver and each passenger in the Vehicle arriving at his/her home address or such other location as agreed by the Company this Agreement shall automatically terminate and the Customer's obligations under this Agreement to pay the Rentals, the Vehicle Protection Insurance Premium and the Excess Mileage Charge (if any) shall apply only in respect of the period up to any including the date of termination.

11 The Equipment

11.1 At all times the Customer shall ensure that the Equipment is used:

- properly and safely and without risk to health; and
- in accordance with the any manufacturers instructions and any directions given by the Company.

11.2 If any item of the Equipment suffers a breakdown or any material damage the Customer shall:

- immediately stop using that item of the Equipment; and
- as soon as practicable notify the Company.

11.3 Subject to compliance by the Customer of his/her obligations in clauses 11.1 and 11.2, the Company shall procure that the broken or damaged item of the Equipment is repaired to a satisfactory condition as soon as is reasonably practicable. If the Company complies with its obligations under this clause 11.3 the Company shall have no liability to the Customer arising out of or in connection with the breakdown or damage and the Customer's obligations under this Agreement to pay the Rentals, the Vehicle Protection Insurance Premium and the Excess Mileage Charge (if any) shall not be affected.

12 Inspection of the Vehicle and the Equipment and supply of information

12.1 At all reasonable times and upon reasonable notice the Customer shall permit any representative of the Company to inspect and carry out checks on the Vehicle and the Equipment.

12.2 The Customer shall supply the Company with such information relating to the Vehicle and the Equipment as the Company may from time to time require.

13 No encumbrances etc

The Customer shall not at any time mortgage, charge, pledge, assign, underlet or lend the Vehicle or any item of the Equipment nor mortgage, charge or assign the Customer's interest under this Agreement.

14 Insurance

14.1 Subject to compliance by the Customer of his obligations under this clause 14, the Company shall procure that at all times during the Period of Hire the Vehicle is insured to cover:

- the Customer's use of the Vehicle as provided for in this Agreement; and
- the Driver's driving of the Vehicle on the road

The cost of such insurance is included in the Rental Payments.

14.2 The Company shall provide the Customer with evidence of such insurance cover and a copy of the insurance policy at the time of delivery of the Vehicle if requested.

14.3 The Customer shall not do or omit to do, and shall procure that the Driver does not do or omit to do, anything which makes or may make the insurance void or voidable.

14.4 If a claim is made against the insurers the Customer shall, and shall procure that the Driver shall, cooperate with and assist the insurers in handling the claim including but not limited to lending his or the Driver's name to any court proceedings. The insurers may conduct negotiations and effect a settlement with any claimant, and the Customer agrees, and shall procure that the Driver agrees, to be bound by any such settlement.

15 Return of the Vehicle and the Equipment

The Customer shall return to the Company's premises or such other location as the Company may reasonably direct the Vehicle (together with all keys) and all of the Equipment before 4.00 pm on the date of expiry of the Period of Hire or immediately upon the sooner termination of this Agreement:

- in a condition consistent with the performance of the Customer's obligations under this Agreement; and
- with a full tank of fuel.

If the Vehicle is returned without a full tank of fuel the Company shall be entitled to fill up the tank and the Customer shall upon demand pay to the Company as the Company may direct an amount equal to the cost of the fuel plus 10%.

16 Payments

16.1 The Customer shall pay to the Company the Rentals, the Vehicle Protection Insurance Premium and the Excess Mileage Charge (if any) on or before these due payment dates.

16.2 Any payment sent to the Company by post will be at the Customer's risk.

16.3 The Customer shall upon demand pay interest on any sum payable under this Agreement which is overdue at the rate of 8% per annum on a day-to-day basis from the due date until the date of payment, as well after as before judgment.

17 Termination and recovery of the Vehicle and the Equipment

17.1 This Agreement shall automatically terminate:

- at 4.00 pm on the Expiry Date; or
- as provided for in clause 10.3.

17.2 If the Customer materially breaches any provision of this Agreement the Company may at any time terminate this Agreement by giving the Customer a written notice of termination.

17.3 Upon the termination of this Agreement however arising the hiring constituted by this Agreement shall determine and the Customer will no longer be in possession of the Vehicle and the Equipment with the Company's consent. If the Customer fails for any reason to deliver up the Vehicle and all of the Equipment in accordance with its obligations under clause 15 the Company shall be entitled to take possession of the Vehicle and the Equipment, and for this purpose the Customer shall procure that any duly authorized representative of the Company is permitted to enter any premises where the Vehicle or any item of the Equipment is located.

17.4 All costs and expenses incurred by the Company arising out of or in connection with the repossession of the Vehicle or any of the Equipment shall be reimbursed by the Customer to the Company on demand.

18 Indemnity

The Customer shall indemnify and keep indemnified the Company and each of its officers, employees, agents and contractors against all and any claims (including claims by the Driver and any of the Customer's officers, employees, agents and contractors), damages, losses, liabilities, fines, penalties (including fixed penalties), charges (including the London Congestion Charge), toll fees, costs (including legal and other professional advisor's fees) and expenses suffered, incurred or sustained as a result of any:

- breach by the Customer of any provision of this Agreement;
- use of the Vehicle by the Customer;
- driving of the Vehicle by the Driver; or
- negligence by the Customer or the Driver except for death or injury caused by the Company's negligence and subject always to the Unfair Contract Terms Act 1977. This obligation shall survive the termination of this Agreement.

19 Cancellations

If you wish to cancel your reservation for any reason you must telephone Adapted Car Hire on 0845 68 62 007 between 10am, and 4pm, Monday to Friday. Cancellation is not valid by any other method.

If you cancel your reservation within 14 days of the delivery date, then 50% of your hire fee will be refunded.

If you cancel your reservation within 7 days of the delivery date, then you will not be entitled to receive a refund.

Cancellation outside of 14 days will be refunded in full, less a £20 administration fee.

We are unable to give a refund if you wish the vehicle to be collected before the end of the hire period.

If you fail to take delivery of the vehicle, we will assume that you have cancelled your reservation and no refund will be given.

20 Notices

Any notice served under this Agreement shall be sufficiently served if sent by prepaid first class post, fax or email to the last known postal address, fax number or email address of the addressee, and in the case of post proof of posting shall be conclusive evidence of receipt by the addressee on the second business day after posting, in the case of fax proof of transmission shall be conclusive evidence of receipt by the addressee on the day of transmission if transmitted before 4.00 pm on a business day and otherwise on the next business day and in the case of email proof of sending shall be conclusive evidence of receipt by the addressee of the day of sending if sent before 4.00 pm on a business day and otherwise on the next business day.

21 General

In this Agreement:

- references to Definitions shall be a reference to those Definitions set out overleaf;
- clause headings shall not affect the interpretation of these Terms and Conditions and references to clauses are to the clause

Customer's can order a larger font version of these terms and conditions by calling 0845 68 62 007

I hereby agree to the terms and conditions set out by Adapted Car Hire

Signed _____ Date _____

ID Checked _____