

DETAILS OF DRIVER

Driver 1 Name _____

Address _____

DOB _____ Tel: _____

Contact Numbers
 Daytime _____
 Driver: _____

Driver 1 Licence No _____

Date Passed / Years held _____

Occupation _____ Nationality _____

ID / Proof of Address _____

Delivery Address _____

Collection Address _____

Additional Drivers _____

Additional Driver Licence No's _____

I hereby acknowledge that during the currency of this hiring agreement for the purposes of section 56 of the Road Traffic Offenders Act 1988 (as amended or replaced by any subsequent legislation or orders) and schedule 1 to the Road Traffic (Owner Liability) (Scotland) Regulations 1975 (as amended or replaced by any subsequent legislation or orders) I shall be liable as owner of the above vehicle in respect of any of the offences or any excess charge applicable. I acknowledge that the liability shall extend to any other vehicle, hired under the same agreement, and to any period by which the original period of hire may be extended.

I hereby agree to hire the above vehicle, on the terms & conditions set out overall, herein and on the insurance policy.

X

Signed for lesson

Vehicle mileage restrictions
 Single day hire 300 miles only, every additional day extended 200 miles per day.
 Weekend hire Fri-Mon 600 miles allowance 50p per excess mile.

VEHICLE DETAILS

Make _____ Model _____ Reg No: _____

Miles Out _____ Miles In _____ Miles Driven _____

Date Out _____ Date In _____ Tariff Type _____

Time Out _____ Agreed Time In _____ Actual Time In _____

Fuel Out _____ Fuel In _____ Diesel
 F 1/2 E F 1/2 E Petrol

Have you ever had a proposal declined, a policy cancelled or renewal refused, or been required to pay an increased premium or had special conditions imposed by any motor insurer? Yes No

Have you been convicted of any motoring offence during the last 5 years, or had your licence suspended during the past 10 years, or is any prosecution pending? Yes No

Date _____ Code _____ Fine _____

Have you any physical or mental defect or infirmity or suffered from diabetes, fits or any heart complaint? Yes No

Have you had any accidents and / or claims that are outstanding from the last 36 months? Yes No

Details _____

Insurance cover only for the rental period specified
 I declare to the best of my knowledge and belief that the particulars given in this insurance proposal are true & no information has been withheld which might influence acceptance of the proposal which, with this declaration, shall form the basis of the contract of hire.

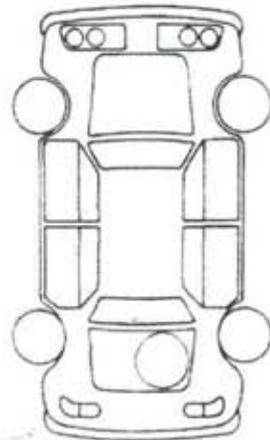
NOTED AFTER THE VEHICLE HAS BEEN DRIVEN BY THE HIRER / HIS / HER / HIS / HER SERVANT OR AGENT

RATES AND EXTRA CHARGES

Agreed Mileage	Mileage Allowance Miles
Extra Mileage	@ £1 Excess Mileage Rate per mile
Fuelling costs (incl CTO Admin charge)	
Damage costs	
Sub Total	
VAT / LOCAL TAX	
TOTAL	

DAMAGE OUT

D = DENT C = CHIP S = SCRATCH
 Headlight



Driver Seat Passenger Seat

Rear Seats

Tyres MM

N/S Front

N/S Rear

O/S Front

O/S Rear

CHECKLIST OK / PRESENT

- Handbook Lights Tools / Fire Extinguisher
 Mirrors Wheels Stereo / CD

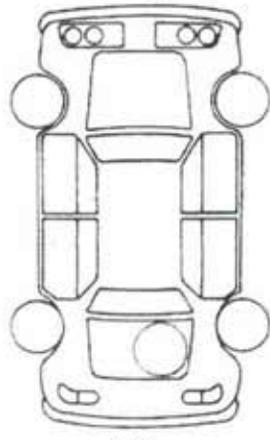
VEHICLE DAMAGE OUT INSPECTED FOR CAR HIRE BY

NAME: _____ DATE: _____

DATE: _____ SIGN: _____

DAMAGE IN

D = DENT C = CHIP S = SCRATCH
 Headlight



Driver Seat Passenger Seat

Rear Seats

Tyres MM

N/S Front

N/S Rear

O/S Front

O/S Rear

DESCRIPTION OF DAMAGE

- VEHICLES VALETED AND PROVIDED CLEAN. PLEASE RETURN IN SAME CONDITION OR A CHARGE OF £10 WILL BE APPLIED.

- ANY VEHICLE HIGHLY ABUSED MAY RESULT IN YOUR SECURITY DEPOSIT NON REFUNDABLE.

DATE _____

SIGN: _____

Hire Agreement

TERMS AND CONDITIONS

1. Your Agreement with us:

The Hire Agreement consists of 3 pages. Page 1, a completed crib sheet and pages 2 and 3, Terms and Conditions of Hire. When you sign Page 1, you accept the terms and conditions set out herein and you accept that they have been read by you, fully understood by you and explained to you if required. Please read these Terms and Conditions carefully. If you have any queries or if there is anything you do not understand, please ask any member of staff. We 'Platinum Executive Travel' and you are the only parties to this Hire Agreement and you are responsible for complying with all the terms of this Hire Agreement. All of our vehicles are roadworthy and suitable for hiring at the start of the rental period. This Hire Agreement is the entire Hire Agreement between you and us concerning the Hire of the Vehicle and cannot be altered unless agreed to in writing and signed on behalf of you and us. Upon hire commencing and the Vehicle being in your custody and control you agree to fully adhere to these terms and conditions.

2. Hire Period

We agree that you may have the Vehicle until the agreed return date. We may agree to extend this upon the appropriate sum and method of payment being agreed. Sometimes the daily rate charged may be more than the daily rate you originally agreed with us and/or was quoted to you via our website. You shall have no right to vary or terminate the Hire Agreement unless separately agreed by us. In any event a minimum of 1 day charge will apply. If multiple days have been booked and you choose to return the vehicle early, the additional daily hire charges will still apply unless we agree to waive such charges. This is strictly subject to our discretion. An example as to why charges may still apply, would be if a weekend hire had been booked, but returned early and other bookings of the vehicle had been declined, this would result in a loss of revenue to us, it is however expressly stated as required by implication, early termination shall not otherwise affect the parties' respective rights and obligations under this Agreement.

Any administrative steps taken by us as a result of an agreed extension or cancellation of the hire shall not affect your responsibilities to us under the terms and conditions of this Hire Agreement.

3. Your responsibilities

- a. You must look after the Vehicle and the keys. You must always lock the Vehicle and secure all of its parts.
- b. You must not let anyone work on the Vehicle without our permission. If we give you permission, we will only give you a refund if you have a receipt for the work.
- c. You must inspect the Vehicle prior to taking possession of it.
- d. You must stop using the Vehicle and contact us as soon as you become aware of a fault of the Vehicle.
- e. You must bring the Vehicle back to us by the agreed date and time unless otherwise agreed. One of our staff must see the Vehicle to check that it is in the same condition when hire commenced. If we agreed that you may return the Vehicle outside business hours or if you choose to leave the Vehicle with a third party you will remain responsible for the vehicle and its condition until it is re-inspected by a member of our staff.
- f. You must check that you have not left any personal belongings in the Vehicle before you bring back the Vehicle.
- g. You acknowledge and accept that you will be liable as the owner, driver or operator of the Vehicle for any offence, penalty, charge or fine which is committed, issued or incurred in respect of any parking, bus lane, congestion charge or traffic offence or contravention in any jurisdiction where the Vehicle is driven until it is returned, unless caused through our own fault.

4. Use of the Vehicle:

The Vehicle must not be used:

- a. By anyone other than you or any pre-agreed authorised Additional Drivers;
- b. By anyone without a full valid driving licence for the class or use of Vehicle rented;
- c. For hire or reward;
- d. For any illegal purpose;
- e. For racing, pace making, testing the Vehicle's reliability and speed or teaching someone to drive;
- f. While under the influence of alcohol or drugs;
- g. Outside of the United Kingdom or in the case of rentals in Northern Ireland outside of the United Kingdom or the Republic Of Ireland, unless we have given you written permission;
- h. Overloaded with more passengers than seatbelts or to transport children without the legally required car seats;
- i. To propel or tow any other vehicle or trailer;

other than on a paved public highway, private road or driveway;

- j. To transport dangerous or noxious substances;
- k. In a reckless or negligent manner;
- l. In or on that part of any aerodrome, airfield, airport or military installation provided for the takeoff, landing, movement or parking of aircraft and aerial devices, including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars.

5. Charges:

- a. All charges are for a minimum of 1 day.
- b. You agree to pay us the agreed charge in advance unless agreed by us. The hire charges for the agreed period of hire and any extension of the hire period at the agreed daily rate.

- You agree not to exceed 300 miles for a single day hire, every additional day is extended to 200 miles per day. Weekend hire (Friday to Monday) a mileage restriction of 600 miles applies. There will be a 50p per excess mile charge which you agree to pay on demand upon the return of the Vehicle.

- Charges for any optional services or products which you chose to accept.

c. Additional Obligations - You shall pay us to demand:

- All fines and court costs for parking, bus lane, congestion charge, traffic or other offences assessed against the Vehicle, us, you, any Additional driver or any other driver permitted to use the Vehicle until the vehicle is returned unless cause by our own fault;
 - A reasonable administrative fee for processing any fines or offences against the vehicle, you or us during the hire period, unless caused through our own fault;
 - Our costs including reasonable legal fees incurred collecting payments due from you under this Hire Agreement;
 - A reasonable collection fee if the Vehicle is not returned to the original return address.
 - A cleaning fee if you fail to return the vehicle in a reasonable condition and such charge shall be the additional costs to us reasonably incurred as a result of such failure;
 - Any recovery fees reasonably incurred by us where the damage to, or Vehicle fault, is the result of human error by you, any additional driver or any other person you permitted to use the Vehicle and is not covered by any manufacturer breakdown programme;
 - Any refuelling service charge as agreed upon the hire commencing.
- d. In the case of damage to, loss or theft of, the Vehicle as result of, or any part of your own fault, you shall pay us on demand:
 - Fair market value of the repair or replacement of the Vehicle, part or accessory (as applicable) or a repair value calculated by an independent motor engineer.
 - Reasonable administration fees,
 - Loss of revenue at the standard daily for that particular Vehicle
 - A reasonable sum for diminution in value as determined by an independent motor engineer.
 - Any towing, storage and impound fees reasonably incurred by us as a result of the damage to, loss or theft of the Vehicle.

We shall have the sole right and responsibility to repair the Vehicle.

- e. You are responsible for all charges, even if you have asked someone else to be responsible for them or we have billed any third party. All charges are subject to final audit. We accept cash for sums less than £1000.01. All charges above the sum must be paid by debit card, credit card or by bank transfer. We will use reasonable endeavours to notify you before debiting from your credit and/or debit card charges which are finalised or come to light after the end of the agreement. If we use our sole discretion to defer any payment, at the end of the deferment period the amount due shall become payable in one single payment. No interest or other charges shall be payable during, or in respect of the deferment or credit period.

6. Responsibility to third parties:

PLEASE NOTE THAT INSURANCE COVER IS STRICTLY LIMITED TO THIRD PARTY ONLY COVER AND IS INCLUDED. Valid motor third party liability insurance is included subject to these terms and conditions being adhered to. Additional driver(s) or any other driver and such insurance satisfies the Road Traffic Act 1988 (as amended by the Road Traffic Act 1991), Road force in a jurisdiction in which you operate the Vehicle, that insurance is primary and we extend no indemnity under our insurance policy. You are required to comply with the terms of any applicable insurance policy.

We agree that you and any pre-agreed Additional Driver(s) age 25 and over will be entitled to an indemnity under our motor insurance policy provided they have held a full valid driving licence for at least 2 years, The motor insurance policy will provide cover against claims from a third party alleging

Hire Agreement

TERMS AND CONDITIONS

injury, death or damage to property as required by the Road Traffic Act 1988 (as amended by the Road Traffic Act 1991), Road Traffic (Northern Ireland) Order 1981 or any other legislation currently in force in any jurisdiction in which you operate the Vehicle. You will be bound by the terms, conditions, limitations, exceptions and exclusions of our policy and may request a copy of our policy from us. It is repeated that any damage to the hire Vehicle which has arisen due to your fault, and/or your negligence, you will be responsible to remedy and will pay all costs on demand. You will fully cooperate and assist us and our insurers in the investigation of any third party claim and agree that we or they will have the sole right to settle any claim as we or they may decide is necessary. You agree that any failure to report a claim and agree that we or they will have the sole right to settle any claim as we or they may decide is necessary. You agree that any failure to report a claim as soon as reasonably possible, failure to cooperate or assist, any fraud or breach of the terms and conditions or our policy, or any breach of these terms and conditions will invalidate the cover supplied under our motor insurance policy. If the insurance available to you, Additional Driver(s) or any other driver does not pay any third party the damages they are entitled to as a result of you, Additional Driver (s) or any other driver failing to comply with the terms and conditions of the policy, you will have to repay on demand all costs incurred by us or our insurers in settling and handling the claim. If you provide false information in relation to any third party claim, or if we or our insurers suspect fraud, we may notify fraud prevention agencies and databases, and you may be prosecuted.

7. Damage and theft responsibility

You must keep all reasonable care against damage to, loss or theft of, the Vehicle. If the Vehicle is damaged, lost or stolen as a result of your recklessness and/or negligence you agree to pay us on demand the appropriate sum to put us back in the same position had the incident not have occurred. You are responsible for paying us all outstanding charges on demand.

8. Roadside Assistance

a. (i) If a road traffic accident does occur, and the vehicle requires a recovery, you will first contact us for this to be arranged. You will however be responsible for reimbursing us the cost of any tyre repair or tyre replacement costs including rims except when any damage was not caused by you. (ii) Replacement key costs (iii) Glass repair or glass replacement costs expect when imposed by our chosen Roadside Assistance Providers as a result of any fault occurring to our Vehicle which is due to driver or hirer error. You will also be responsible for any charges for damage caused by the use of incorrect fuel: any breach or running out of fuel.

9. What to do if your vehicle is in an accident or stolen or lost:

- a. You must report the accident or theft or loss to us as soon as possible.
- b. You or any driver must not admit responsibility to anyone in relation to the accident without our prior agreement.
- c. You and any driver should collect the names and addresses of everyone involved, including witnesses, providing you are fit to do so and give them to us.
- d. You and any driver must promptly forward to us any notices or other documents in relation to any legal proceedings arising out of the accident or theft or loss.
- e. You agree to cooperate with us and our insurers including requests for full and true information and to provide assistance in any matters or legal proceedings including allowing proceedings to be brought by us in your name and defending any proceedings brought against you.
- f. You must return the original keys to us and report the theft or loss to the police as soon as reasonably possible if the Vehicle is stolen or lost.

10. Data Protection:

- a. You agree that we, our subsidiaries parent company and subsidiary of our parent company whether in the EU or outside the EU (including the USA) may:
 - Store your personal data that relates to any incident arising from your dealings with us if we think that, as a result of such incident, you could be a risk for future rentals. We may refer to such data when you contact us to seek future rental services. For example, we will record data about your failure to pay, theft of or damage to a Vehicle, abusive behaviour towards our staff, any relevant criminal offence committed or alleged or if you have driven under the influence of drugs or alcohol. Such data is stored separately from our general client database though the databases are linked. If we record any such data against your name and you later seek to rent another vehicle in the UK or elsewhere, a decision will be made by our authorised employees as to whether the rental may proceed.

- Process any personal data given by you or obtained for the purposes of keeping of accounts and records in connection with this Hire Agreement and its performance and, unless you withdraw your agreement, our marketing generally;
 - Process the data in the EU and the USA or elsewhere and make it available to us, any subsidiary, any parent company, or any subsidiary of a parent;
 - Provide your personal data to third parties to carry out customer satisfaction surveys on our behalf;
 - Provide details of any accidents in which you or any Additional driver of the Vehicle are involved to relevant insurance databases; and
 - Process your personal data in the EU and the USA for the above purpose.
- b. You agree if you break this Hire Agreement we can give your personal data as may be relevant to the DVLA, the DVA, the debt collectors and any other relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), which can share your personal information with its members to prevent crime and protect their assets, as allowed under the Data Protection Act 1998. The Vehicle may be equipped with a tracking device. You acknowledge that such systems utilise mobile telephone, satellite and/or radio signals to transmit data and communication and therefore privacy cannot be guaranteed. You authorise us and our appointed providers to use and access location information for legitimate reasons (such as to investigate a lost or stolen Vehicle or to co-operate with law enforcement authorities). You accept that a tracking device may alert us if the Vehicle enters a designated area (such as a port) so we are aware if the Vehicle may be transferred abroad, or for other security reasons. We are not obliged to use or ensure the proper operation of any tracking device system in the Vehicle.
- c. When you use satellite navigation in this Vehicle, you are responsible for any information that is stored in the systems as a result of your use. We cannot guarantee the privacy or confidentiality of such information, and you must wipe it before you return the Vehicle to us. If you do not do this, the next users of the Vehicle will be able to access that information.

11. Ending the Agreement:

- a. You may return the Vehicle and terminate this Hire Agreement at any time during the rental period in accordance with and subject to conditions.
- b. We may end this Hire Agreement immediately. If you commit any material breach of this Hire Agreement. A "material breach" by you includes any failure to comply with this Hire Agreement.
- c. Upon termination of this Hire Agreement, if you fail promptly to return the Vehicle to us, we may repossess it, and you shall be liable for the reasonable costs involved in repossessing it.
- d. Termination of this Agreement shall not affect your or our rights and remedies which exist at the termination date. Any part of this Agreement which by implication continue after termination shall not be affected.

12. Governing Law

Where your address is shown to be in England or Wales, this Agreement is governed by the Laws of England and any dispute shall be settled in the Courts of England and Wales. Where your address is shown on Page 1 to be in Scotland, this Hire Agreement is governed by the laws of Scotland and any dispute may be settled in the Scottish courts. Where your address is shown to be in Northern Ireland, this Hire Agreement is governed by the laws of Northern Ireland and any dispute may be settled in the Courts of Northern Ireland. In any other case, this Agreement is governed by the laws of England and any dispute may be settled in the Courts of England and Wales. In this Paragraph 12, "dispute" shall include both contractual and non-contractual disputes. A reference to a statute or statutory provision in this Hire Agreement is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.