

## New Forest Classic Car Hire

New Forest Classic Car Hire is operated by its parent company New Forest Classic Cars Ltd. To ensure your classic driving experience is an enjoyable and memorable one, we recommend you familiarise yourself with our general terms and conditions. This will help us to ensure you have a pleasurable experience from beginning to end.

## New Forest Classic Car Hire Terms & Conditions

### Definitions:

- Owner/We/Us: New Forest Classic Car Hire – Parent Company: New Forest Classic Cars Ltd
- Customer/Hirer: The person paying for vehicle hire
- Driver/Nominated Driver: The person(s) entitled to drive the hired vehicle

The Company agrees to rent and the Customer agrees to hire the Vehicles subject to the Terms and Conditions as set out.

The Customer will pay the Company on demand all charges due hereunder where relevant, surcharges, additional charges and VAT or other taxes thereon.

### 1. DRIVER & LICENCING

- 1.1 Have held a full UK, EU, USA, Canadian, Australian, New Zealand or EEA including Switzerland driving licence for not less than 2 years. Overseas licence holders resident in the UK may use their EU/EEA licence provided they have not been a resident more than 3 years (if you are resident for longer than 3 years you must apply for a UK licence). Overseas Licence Holders resident in the UK from outside permitted countries may only drive on that licence for up to 1 year before applying for a UK licence. Drivers from outside permitted countries may still use our vehicles at the discretion of our insurers – please contact us in advance of booking.
- 1.2 Be aged between 30 and 70 years inclusive. Drivers aged 71-79 may be able to hire by referral.
- 1.3 Must advise in advance if the driver is involved in the following professions; engaged wholly or partially in professional entertainment or professional sport, jockeys or any person connected with racing or gaming industry, press of any sort or is a Foreign Service personnel or in Diplomatic Service.

### 2. INSURANCE

- 2.1 The Company will provide you with fully comprehensive road risk cover and allows the Driver/Hirer to drive the vehicle on the public highway.

#### Driver must:

- 2.2 Not have been refused insurance at any time, nor has had their insurance cancelled.
- 2.3 Consent to verification or information provided by to us via DVLA or any other source.
- 2.4 Disclose all relevant information on our Insurance Proposal form as failure to do so may render our insurance policy invalid or result in rejection of any claim. If you also fail to adhere to these terms and conditions relating to use of the vehicle we will hold you solely responsible for any losses, including consequential loss and third party claim, damages and legal fees resultant (including any inspection of the car for damage following misuse) for which you agree to indemnify us.
- 2.5 Under the Data Protection Act 1998 consent to records being held in order that we can apprise Driver of our other offers and services.

#### Motoring Conviction History

- 2.6 Have not more than 6 points on their licence (for minor offences, e.g. SP30) committed over the previous 5 years. At our sole discretion, and on application prior to hire, we may refer to our insurer for an extension of cover should this criteria not be met, at additional security deposit.
- 2.7 Have not committed any serious offence including, but not limited to, those listed below must be referred to us before booking:
  - BA Disqualified Driver
  - CD Carless Driving
  - DD Dangerous Driving
  - DR Drink/Drug Driving
  - TT Disqualification through totting up points
  - UT Theft or unauthorised taking of a vehicle
  - XX Disqualification through totting up pointsAt our sole discretion and on application prior to hire, we may refer to our insurer for an extension of cover at additional security deposit.
- 2.8 Be in the possession of a valid licence which we will require sight of. You are required to provide proof of 'points' via the DVLA.gov.uk web site effective from 8<sup>th</sup> June 2015. We will explain in correspondence what you will need to do.
- 2.9 Not be suspended from driving.

### **Motoring Accident History**

- 2.10 Have not had more than 2 claims (fault or non-fault) for accidents or loss during the previous 3 years.

### **Medical History**

- 2.11 Not be subject to any mental or physical defect or suffers from fits, or major medical complaint.  
2.12 Be fit to drive and not be under the influence of alcohol or drugs whilst using the vehicle. Drugs shall be deemed to include any medication, prescribed or not, which on the written advice of the supplier may cause drowsiness.

### **3. BOOKING OF HIRE PROCEDURE**

- 3.1 Nominate Driver(s) at time of Booking.  
3.2 Each Driver must complete and return by email to [hire@newforestclassiccars.com](mailto:hire@newforestclassiccars.com) the 'Driver Form,' 'Insurance Proposal Form' and return a signed copy of the Company's 'Terms and Conditions' within 48 hours of receiving written confirmation of booking.  
3.3 All Drivers' MUST be present at handover of the vehicle unless otherwise agreed by us.  
3.4 Provide two forms of identification, in addition to original driving licence, of which one must be photographic (e.g. passport) and the other must identify the drivers current permanent residence (e.g. utility bill) which must match the address on the driving licence. Originals must be available on the day of the hire. In addition to the driving licence (photo-card or pre 1998 paper copy), for UK licence holders, we also require your driver record downloaded and dated within one week of the hire from the DVLA web site.  
3.5 Consent to photograph being taken at the time of hire.  
3.6 Under the Data Protection Act 1998 consent to records being held in order that we can apprise Customer of our other offers and services.

### **4. PAYMENT TERMS**

- 4.1 At the time of booking, payment must be made in full to cover the duration of the hire period.  
4.2 Pay the full amount in respect of a Gift Voucher at the time of purchase.  
4.3 Additional Drivers may be added at a charge of £50 per person per day provided they meet the criteria described in "1. DRIVER & LICENCING and 2. INSURANCE", above, in full.  
4.4 Use Gift Vouchers within a twelve month period from date of issue. Gift Vouchers are transferable for both Driver (provided criteria of Driver Requirements under 1 is met) and vehicle but no refund shall be due in respect of unused Vouchers.  
4.5 Provide a security deposit of £750 at the time of hire. We reserve the right to increase the security deposit for non-EU drivers. This will be in the form of a credit card for which we will obtain a pre-authorized code for the surety amount. This will cover any excess due on the insurance policy should an accident or damage occur or will offset any additional charges due in respect of items not covered by our insurance including; damage to tyres, clutch or wheels, or damage as a result of mis-fuelling. Other additional charges will be incurred if the vehicle is returned with a petrol tank shortfall. If no additional charges are due the security deposit will be returned in full to Customer.  
4.6 Consent to verification of information provided by you via credit agencies or any other source.

### **5. CANCELLATION POLICY**

- 5.1 Give at least 28 days' notice of cancellation in writing for which an administration charge of £50 will be incurred. Notice received less than 28 days from date of hire will incur the full hire charge in accordance with the tariff for that vehicle and no refund shall be due.

### **6. HIRERS UNDERTAKINGS**

- 6.1 Use all security devices fitted to or otherwise made available for the safekeeping of the vehicle.  
6.2 Comply with the Highway Code and all laws pertaining to the Road Traffic Act whilst using the vehicle.  
6.3 Be responsible for any fines, penalties, court costs or other expenses imposed on us arising from the use of the vehicle during the hire period, except insofar that the court action is the fault of New Forest Classic Cars Limited.  
6.4 Indemnify New Forest Classic Cars Limited in the event of any parking fines and/or loss of earnings whilst the vehicle in impounded as a result of the fault of the driver.  
6.5 Be responsible for their personal property left on our premises or in our vehicle. We will not be liable for any loss or damage unless it can be shown to be a result of our negligence.

### **7. VEHICLE RESTRICTIONS**

#### **Vehicle may not be:**

- 7.1 Driven by anyone other than the Nominated Driver(s).  
7.2 Left unlocked or insecure whilst unattended. All security devices that are provided must have been in use whilst unattended.  
7.3 Driven recklessly in a manner likely to cause personal injury, damage to the vehicle or any third party.  
7.4 Used for any purpose that is not covered by our Schedule of Insurance a copy of which will be provided to you on request.  
7.5 Used for carrying goods of any description (save for personal luggage), passengers for reward, towing, any motor sport (including but not limited to any on or off road, trial, track, hill climb, or rally without our express and written permission), pets driving tuition or any illegal purpose. For the avoidance of doubt please ask.  
7.6 Driven outside of the United Kingdom.

- 7.7 For the benefit of future Drivers, smoked in. All our vehicles including roadsters, are completely non-smoking and additional charges may be applied should smoke damage occur or additional cleaning is required upon the vehicles return.

**Vehicle must be:**

- 7.8 Used solely for social, domestic and pleasure purposes.  
7.9 Returned to us in an undamaged condition and containing a full tank of petrol of the correct type for that vehicle, together with all equipment provided with the vehicle at the time of hire including keys, security devices, maps, tools and toolkit. Failure to do so will incur additional charges as described in 4.5.

**8. ACCIDENT PROCEDURE**

- 8.1 Report any accident or theft to the police immediately and obtain a crime reference number. Accidents are only reportable where they cause damage to property and/or injury to persons and certain categories of domestic animal or livestock.  
8.2 Advise us immediately on 01590 610929 or out of hours **XXXXX XXXXXX** of the accident or theft and police reference number in order that we can expedite the matter with our insurers.  
8.3 Obtain names and addresses of witnesses to any accident involving our vehicle in addition to any third party involved in the accident.  
8.4 Not make any admission of liability in respect to any accident howsoever caused and must render every assistance to us and our insurers with respect to any proceedings that may be taken.  
8.5 Complete the Accident Report form contained in the vehicle and deliver to us within 12 hours of the incident.  
8.6 Not leave the scene of the accident unless necessary in order to receive medical treatment until such time as the vehicle is in the safe custody of New Forest Classic Cars Limited appointed agent for the purpose of repair or recovery.

**9. BREAKDOWN & FAULTS**

- 9.1 Inform us immediately of any fault or failure of a component part of the vehicle.  
9.2 Driven in an unroadworthy condition. The vehicle is provided to you in good roadworthy order but if should it become unroadworthy, it must not be used on the public highway. You should immediately inform us of the circumstance and we will arrange for rectification of the cause by ourselves or a third party. Compensation in the form of partial refund and or future hire is available in the event of a breakdown unattributable to the hirer.

**10. HIRE PERIOD**

- 10.1 Available to hire for periods of 8, 14 and 47 hours, unless otherwise agreed with the Owners and may be collected from our premises. Hire period will not be extended if Hirer / Driver fails to arrive at agreed collection time. Failure to return on time may result in an additional hire period being charged. Hire may be extended subject to availability but cannot be hired for any period in excess of 30 consecutive days.  
10.2 Available for a maximum mileage of 150 miles per 24 hour period of hire, thereafter mileage shall be charged at the rate of £1 per mile.  
10.3 Subject to availability. In the event of mechanical breakdown or circumstances beyond our control whereby the car of your choice is unavailable we will immediately contact the Customer and arrange to provide either a substitute vehicle for the original hire period or an alternative date for the chosen vehicle.  
10.4 Available subject to no adverse weather conditions. Should we deem weather conditions to be unsuitable or dangerous you may choose to arrange an alternative date for hire or receive full refund.  
10.5 Covered by fully comprehensive insurance and includes Breakdown assistance.  
10.6 Provided with a full tank of petrol.  
10.7 Failure to return vehicle before the end of the hire period may result in the cost of the next hire period being charged to the hirer, along with any other charges incurred due to loss of hire to a third party, unless previously agreed by owner.

**Period of Hire:**

- 10.8 **Week day hire:** Monday to Friday (excluding Friday evening)  
10.9 **Day:** 9am till 5pm - £250.00  
10.10 **Evening:** 6.00pm till 8am - £150.00  
10.11 The owner reserves the right to book the car for day and night hire on the same day to two separate parties.  
10.12 **Weekend hire period:** Friday 6pm till Sunday 5pm - £595.00

**11. DECLARATION**

I have read and understood the terms & conditions.

Signature: \_\_\_\_\_

Driver Name: \_\_\_\_\_

Date: \_\_\_\_\_