

TERMS & CONDITIONS

In these terms and conditions between you (“the Hirer”) and BLVH Ltd trading as Badshot Lea Self Drive and Roman Self Drive Hire (“BLVH”) the following shall have the meanings hereby assigned to them:

Accessories: The spare wheel, tools and other items with which the Vehicle is supplied and any replacements thereof.

Approved Driver: The Hirer and/or other person named as an additional driver in the Hire Contract or any other person who has signed an Additional Driver Form provided by BLVH.

Cancellation Costs: All costs which are incurred by BLVH prior to cancellation in respect of the hire of the Vehicle including, but not limited to, the cost of obtaining a Green Card and insurance documentation if the Hirer is taking the Vehicle outside of the UK, the costs of removing BLVH branding from the Vehicle at the request of the Hirer in the event of a long term booking and the fitting of any additional equipment at the request of the Hirer such as tow bars and digital tachographs.

Collision Damage Waiver Insurance: Optional insurance cover offered at BLVH’s absolute discretion which the Hirer can elect to purchase in respect of certain vehicles for an additional daily fee calculated in accordance with the Current Tariff which reduces the Insurance Excess payable by the Hirer by 50% in the event of any damage to the Vehicle.

Current Tariff: The daily rates for the Vehicle as set out on the website of BLVH.

Hire Contract: The contract, named to be such, between the Hirer and BLVH and signed by the Hirer to which these Terms and Conditions apply.

Hirer: The person named in the Hire Contract

Insurance Excess: The amount set out in the Hire Contract payable per incident by the Hirer in respect of any damage to the Vehicle or any claim made by a third party against the Insurance Policy.

Insurance Exclusions: Wilful action (including but not limited to vandalism of the Vehicle) or Negligence of the Hirer (or its servant or agent), Overhead Damage and damage to tyres and windscreens (including but not limited to punctures, blowouts, windscreen chips or cracks).

Insurance Policy: BLVH’s policy of insurance in respect of the Vehicle, a copy of which is available for inspection at the main office of BLVH.

Negligence: Shall have the meaning ascribed to it in law and will include (but is not limited to) the following: misfuelling the Vehicle, driving without the required fluid levels, driving with unsecured loads, moving the Vehicle after it has broken down, ignoring Vehicle warning lights, ignoring road width restrictions, overloading the Vehicle, misuse of a tail lift, at fault breakdowns and driving through flood waters.

Overhead Damage: Any damage caused to the Vehicle above the height of the top of the windscreen

Rental Charges: The hire charges for the Rental Period as set out in the Hire Contract and calculated in accordance with the Current Tariff.

Rental Period: The period from the date and check out time stated in the Hire Contract until the Vehicle and keys have been returned into the physical custody of a representative of BLVH.

Theft Excess: The sum of £1,000 (as set out in the Hire Contract) payable by the Hirer in respect of the theft of the Vehicle or theft of the Vehicle’s components during the Rental Period.

Vehicle: The Vehicle referred to in the Hire Contract or any replacement vehicle.

General

1. These Terms and Conditions together with the Hire Contract form the agreement between the Hirer and BLVH for the rental of the Vehicle. By signing the Hire Contract you are agreeing to the terms of the Hire Contract and to these Terms and Conditions.
2. Should the person signing this agreement not be the Hirer, he or she warrants that they are authorised to sign for the Hirer and by doing so is jointly and severally liable with the Hirer under these Terms and Conditions.
3. BLVH agrees to rent and the Hirer agrees to hire the Vehicle (or any suitable replacement) subject to these Terms and Conditions.
4. The Hirer agrees to pay to BLVH the Rental Charges and, where applicable, the costs of any optional extras, any additional rental charges resulting from an extension to the Rental Period, the Insurance Excess, the Theft Excess and any other applicable charges set out in these Terms and Conditions.
5. BLVH reserves the right to increase the Insurance Excess in its absolute discretion for reasons of endorsement, travelling abroad, hires out of area, extreme weather or any other reason they deem suitable that relates to risk.
6. **The Hirer agrees to indemnify BLVH against the entirety of any damage or loss suffered or costs and charges suffered or incurred by BLVH as a result of an Insurance Exclusion or failure to comply with clause 34 (a).**
7. Only the Hirer and Approved Drivers may drive the Vehicle.
8. The Hirer shall ensure that any Approved Drivers or any passengers allowed into the Vehicle observe these Terms and Conditions. The Hirer shall be responsible for any loss suffered or charges incurred by BLVH owing to the

9. failure of an Approved Driver or a passenger to comply with these Terms and Conditions and the Hirer fully indemnifies BLVH in this regard.
10. The Hirer is aware of, and consents to, the Vehicle being fitted with a tracking device to locate the Vehicle.
11. BLVH has the right to refuse hire of any vehicle to any potential hirer in its absolute discretion.
12. In the event that BLVH is forced to recover the Vehicle from the Hirer, for example upon termination of the Hire Contract or as a result of the failure of the Hirer to return the Vehicle at the end of the Rental Period, the Hirer hereby expressly consents to BLVH entering upon their premises for this purpose.

Payment and Deposit

13. The Hirer will pay the entire Rental Charges (as set out in the Hire Contract) in full at the time of collection of the Vehicle unless the Hirer has account facilities in place with BLVH.
14. The Hirer will also pay a security deposit in accordance with the Current Tariff upon collection of the Vehicle. BLVH reserves the right to require an increased deposit if in its reasonable opinion there is an increased likelihood of risk in respect of a particular hire of a Vehicle. If the Rental Period is 5 days or less, the security deposit shall be preauthorised on the Hirer’s payment card until the end of the Rental Period. If the Rental Period is more than 5 days the security deposit shall be debited from the Hirer’s payment card.
15. The security deposit shall be refunded as soon as practicable at the end of the Rental Period provided that no outstanding charges or costs are due. If outstanding charges or costs are due (for example, in respect of fuel, mileage, extensions and damage) these will be retained by BLVH from the deposit.
16. By signing the Hire Contract the Hirer agrees that BLVH may charge all costs and charges incurred by the Hirer under these Terms and Conditions and the Hire Contract during the Rental Period to the Hirer’s payment card without further notice.

Extension to Rental Period

17. Any extension to the Rental Period must be expressly authorised by BLVH.
18. In the event of an authorised extension to the Rental Period, the Hirer will pay the relevant additional charges for rental, insurance and additional drivers and any other costs calculated in accordance with the applicable daily rates set out in the Hire Contract for each additional day of hire.
19. The Hirer will pay in full for any extension to the Rental Period (in accordance with clause 16) prior to expiry of the Rental Period.
20. If the Hirer fails to return the vehicle at the end of the Rental Period without consent from BLVH, this will constitute an unauthorised extension to the Rental Period and will be deemed a breach of the Hire Contract. BLVH shall be entitled to terminate the Hire Contract and claim damages at least equivalent to the daily charges referred to in clause 12 for the period until the return or recovery of the Vehicle. BLVH shall also be entitled to claim any costs of recovery of the Vehicle and any losses suffered as a result of BLVH’s inability to hire the Vehicle to an alternative customer during the unauthorised period.

Condition of Vehicle

21. The Hirer will inspect the Vehicle upon collection and confirm in writing that they accept the condition of the Vehicle at the time of hire.
22. Upon return of the Vehicle during business hours BLVH shall inspect the condition of the Vehicle and if any damage is discovered the Hirer shall be charged accordingly. For the avoidance of doubt this may include charges to repair any damage (both parts and labour and livery replacement if required) and charges to cover the cost to BLVH of the Vehicle being “off the road” for the period of such repair.
23. BLVH is under no obligation to repair the Vehicle or provide the Hirer with an invoice in respect of repair. However, BLVH shall provide the Hirer with an insurance approved quote in respect of the damage caused.

Mileage

24. The Rental Charges includes the daily mileage allowance set out in the Hire Contract.
25. BLVH shall record the mileage on the Vehicle at the start of the Rental Period in writing. BLVH shall take a further mileage reading upon return of the Vehicle. Any mileage travelled in addition to the allowance as set out in the Hire Contract shall be charged in accordance with the rate set out in the Hire Contract.

Hirer's Obligations

26. The Hirer warrants that all information provided in the Hire Contract is true and accurate.
27. The Hirer shall indemnify BLVH against all loss or damage to the Vehicle and its Accessories that cannot be recovered under the Insurance Policy.
28. The Hirer further warrants they will:
 - a. exercise all reasonable skill and care when using the Vehicle.
 - b. use the Vehicle in a lawful manner and for a lawful purpose
 - c. ensure that the correct levels are maintained for engine oil, battery fluid, coolant, screen wash and automatic transmission fluid (where applicable), AdBlue (where applicable) and check tyre inflation pressures throughout the Rental Period
 - d. lock the Vehicle and close all windows and sunroofs when unattended and take all reasonable precautions, to prevent loss or damage to the Vehicle, its tyres, tools, accessories, equipment or contents
 - e. ensure the correct fuel for the Vehicle is used
 - f. ensure that only the Hirer or an Approved Driver drives the Vehicle
 - g. return the vehicle together with its Accessories, tyres, tools and equipment to BLVH at the place of origin of hire (unless otherwise agreed) at or before the end of the Rental Period during business hours (or on the earlier termination of this Agreement)
 - h. return the Vehicle in the same condition prevailing at the commencement of the Rental Period and in the event of any damage, loss or fault inform BLVH immediately and permit BLVH to carry out essential repairs, servicing or maintenance. For the avoidance of doubt, the Hirer is not permitted to carry out repairs to the Vehicle or to instruct any third party to do so unless the written consent of BLVH has been obtained.
29. The Hirer warrants that they will not:
 - a. Without written consent from BLVH, remove the Vehicle from the British Mainland or any British Isle from which the hire began, and may not take the Vehicle from Ulster to Southern Ireland.
 - b. without written consent from BLVH, use the Vehicle to propel or tow any other vehicles or trailer
 - c. use the Vehicle in a manner that would render void the Insurance Policy or be in contravention of any Road Traffic Act or Construction and Use Regulations or any other law of the country in which the Hirer is driving
 - d. allow the Vehicle to be driven by any person who is not of stipulated age and licensed to drive, or is under the influence of alcohol or drugs
 - e. allow the Vehicle to be driven in the event of mechanical, electrical or structural failure or damage where further damage might thereby be caused.
 - f. pose as a servant or agent of BLVH.

BLVH's obligations

30. BLVH agrees:
 - a. to provide the Hirer with a Vehicle where all reasonable steps have been taken to ensure its roadworthiness and good maintenance
 - b. to use all reasonable endeavours to ensure that any necessary repairs are carried out promptly once informed by the Hirer of a fault with the Vehicle
 - c. to provide a replacement vehicle or allow the Hirer to terminate the Hire Contract if prompt repair in accordance with clause 29(b) is not possible.
 - d. to use all reasonable endeavours to supply the Vehicle booked by the Hirer. If such vehicle is unavailable at the start of the Rental Period, BLVH shall take all reasonable steps to provide the Hirer with a suitable replacement vehicle. For the avoidance of doubt BLVH accept no liability for any costs incurred by the Hirer in respect of such replacement.

BLVH's Liability

31. Nothing in these Terms and Conditions shall limit or exclude BLVH's liability for:
 - a. Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors
 - b. Fraud or fraudulent misrepresentation
 - c. Any other liability which cannot be limited or excluded by applicable law.
32. Subject to clause 30, BLVH shall not be liable to the Hirer, whether in contact, tort, (including negligence) for breach of statutory duty or otherwise arising under or in connection with the Hire Contract and/or these Terms and Conditions for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill and any indirect or consequential loss.

33. BLVH is not liable in any circumstances whatsoever for any loss or damage to the Hirer's property carried on or in the Vehicle, or for any property left in the Vehicle after the Rental Period has ended and the Vehicle has been returned. For the avoidance of doubt, no Goods In Transit or Personal Effects insurance cover is provided by BLVH. The Hirer will indemnify BLVH against such claims.

Accidents, Theft and Damage

34. In the event of the Vehicle being involved in an accident or incident (including theft) whether a third party was involved or not, the Hirer will:
 - a. call the telephone number set out in the Accidents / Incidents section of the Hire Contract **immediately**.
 - b. not admit liability or guilt.
 - c. use all reasonable endeavours to obtain names and addresses of parties involved and of independent witnesses
 - d. notify the police immediately if people or animals are injured.
 - e. not abandon the Vehicle without adequate provisions for safe guarding and securing the same.
 - f. call the office of BLVH to report the incident within 24 hours
 - g. complete an accident statement report in the form provided by BLVH and co-operate with the conduct of any insurance claim under the Insurance Policy
35. **Failure to comply with clause 34 a) shall:**
 - a. **represent a material breach of the Hire Contract and these Terms and Conditions and BLVH shall be entitled to recover all loss and damage suffered as a result of such breach**
 - b. **Result in the Insurance Excess payable by the Hirer increasing to two times the amount set out in the Hire Contract in respect of the incident**
36. If the Vehicle is damaged the Hirer must pay the Insurance Excess or 50% of the Insurance Excess if the Hirer has elected to take the Collision Damage Waiver insurance provided that an Insurance Exclusion does not apply. The applicable damage excess will be debited from the hirer until a damage repair quote is obtained as per clause 22. If the repair cost is less than the repair quote, a refund will be applied.
37. If the Vehicle is stolen, the Hirer must pay the Theft Excess.

Returns

38. Vehicles must be returned in accordance with the times set out in the Hire Contract. BLVH shall afford the Hirer a 30 minute grace period and return of the Vehicle within this time shall not incur any extra charges.
39. If the Hirer returns the Vehicle outside of the Rental Period (and the grace period) BLVH reserve the right to charge the Hirer for each additional day's rental (in accordance with the day rate specified on the Hire Contract) (including weekends and Bank Holidays).
40. The Hirer may not return the Vehicle at the end of the Rental Period outside of BLVH's business hours without the prior consent of BLVH.
41. For the avoidance of doubt, in the event BLVH agrees to return the Vehicle outside of BLVH's business hours the Hirer does so at their own risk and the Vehicle remains the responsibility of the Hirer until a representative of BLVH has checked in the Vehicle.
42. An agreement to return the Vehicle out of hours does not represent an acceptance by BLVH of the condition of the Vehicle. BLVH shall conduct a full check of the condition of the Vehicle during business hours and if any damage is discovered the Hirer shall be notified and charged accordingly.
43. If the Hirer wishes to return the Vehicle prior to the expiry of the Rental Period:-
 - a) For daily rental bookings less than 28 Days, the Hirer shall provide BLVH with 1 working days' notice of this fact. Provided such notice is received, BLVH shall provide the Hirer with a refund which shall be calculated in accordance with the Current Tariff and shall be based upon the period of time for which the Hirer actually required the Vehicle.
 - b) For 28 Day plus rental contracts, vehicle rates are priced in accordance with the contract length. If vehicles are returned or terminated prior to the contracted term, the full charges of the contract will still apply and no refund will be offered.

Fixed Penalties

- c) The Hirer shall be liable for and indemnify BLVH in respect of:-
 - a. Any fixed penalty committed in respect of that Vehicle under Part 111 of the Road Traffic Offenders Act 1988 as amended by the Parking Act 1989, and any subsequent legislation or orders and any such offence committed under the equivalent legislation applicable to Scotland, Wales and Ireland.

- b. Any excess charge which may be incurred in respect of the Vehicle in pursuance of an order under sections 45 and 46 of the Road Traffic Regulations Act 1984 and any subsequent legislation of orders and any such offence committed under the equivalent legislation applicable to Scotland, Wales and Ireland.
 - c. As a result of the Vehicle having been parked or left upon land which is not a public road, any charge or financial penalty which might be demanded by any corporation Authority or person, and
 - d. Any provisions that may be replaced or amended in respect of the above Acts, Regulations or penalties, including the equivalent legislation applicable to Scotland.
- d) BLVH may elect to either pay any fixed penalty incurred by the Hirer in respect of the Vehicle and subsequently charge the relevant penalty amount to the Hirer's payment card or to transfer the liability of the penalty charge to the Hirer. In either case BLVH shall be entitled to charge an administration fee of £30 plus vat in respect of time spent dealing with such fines and charges
- e) If the Hirer disputes the validity of the fixed penalty, BLVH shall provide the Hirer with a copy of the fixed penalty notice but shall not have any further involvement with the dispute.

Operator's Licence

- f) The Hirer will not use the Vehicle for any commercial purpose for which an Operator's Licence would be required, unless they hold a valid Operator's Licence. BLVH reserves the right to request a copy of such Operators licence prior to commencement of the hire. If the Hirer fails to comply with this clause they will be responsible for any charges incurred as a result and hereby fully indemnifies BLVH against any losses suffered as a result of such incorrect use.

Termination

- g) BLVH may terminate the Hire Agreement if:
- a. it has reasonable grounds to believe the Hirer may be, or become, insolvent.
 - b. it becomes apparent that any statement made by the Hirer for obtaining insurance in respect of the Vehicle was not accurate
 - c. the Hirer commits a serious breach of the Hire Contract and /or these terms and conditions.
- h) Upon notification from BLVH that the Hire Contract has been terminated, the Hirer shall return the Vehicle to BLVH immediately.
- i) If BLVH terminates the Hire Contract, it may also withdraw insurance cover on the Vehicle and the Hirer shall be responsible for any damage to the Vehicle, loss or theft of the Vehicle and any third party claim made against BLVH in respect of the Vehicle.
- j) If BLVH terminates the Hire Contract it may also take possession of the Vehicle (and the Hirer expressly authorises BLVH to enter upon his property for such purpose). Any reasonable costs associated with such repossession shall be charged to the Hirer.
- k) If BLVH terminates the Hire Agreement, it will not affect its right to receive monies owed under the Hire Agreement and /or these Terms and Conditions.

Fuel

- l) The Hirer will return the Vehicle with the same amount of fuel as at the time of collection. Any shortfall of fuel at the point of return of the Vehicle will be charged to the Hirer at £1.50 plus VAT per litre and BLVH shall be entitled to charge this amount to the Hirer's payment card.
- m) There shall be no refund provided to the Hirer in respect of excess fuel at the time of return of the Vehicle.

Using BLVH's Insurance

- n) The Hire Agreement and these Terms and Conditions are subject to and deemed to include the terms, conditions and limitations of the Insurance Policy.
- o) The Hirer warrants that all information given in the Insurance Details section of the Hire Contract is accurate
- p) Any damage or incident which qualifies as an Insurance Exclusion will not be covered by the Insurance Policy and the Hirer shall indemnify BLVH in full against any damage or loss suffered in respect of the Insurance Exclusions.
- q) The Hirer shall pay the Insurance Excess in respect of any incident which results in damage to the Vehicle or third party claim made against BLVH.
- r) The Hirer shall pay the Theft Excess if the Vehicle is stolen.
- s) For the avoidance of doubt, any driver who is not the Hirer or an Approved Driver will not be covered by the Insurance Policy and will be liable for all costs arising from damage to the Vehicle, claims by a third party and any other associated costs and the Hirer fully indemnifies BLVH against any loss or costs incurred in this regard.

Using Hirer's Own Insurance

- t) If the Hirer obtains insurance cover under their own insurance policy the Hirer:
 - a. undertakes to insure the Vehicle, equipment and accessories in its full value against loss or damage (including windscreen damage) by accident, fire or theft under a comprehensive policy by an insurer approved by BLVH prior to commencement of the Rental Period.
 - b. shall provide accurate details of the insurance policy in the Hirer's Insurance section of the Hire Contract
 - c. shall not use or permit the Vehicle to be used in contravention of the terms and conditions of the Hirer's policy.
 - d. shall procure that any compensation paid under the Hirer's insurance policy will be paid directly to BLVH and the Hirer shall indemnify BLVH in respect of any loss or damage suffered by BLVH in excess of any amount paid under the Hirer's insurance policy in accordance with this clause.
 - e. shall provide to BLVH prior to commencement of the Rental Period:
 - i. A copy of the Hirer's motor insurance policy
 - ii. A signed insurance indemnity form
 - iii. Written confirmation from the Hirer's insurance company or insurance broker that the Vehicle is covered under the Hirer's insurance policy.
 - f. shall be fully liable for all costs and expenses involved in a claim in addition to the costs of repair of the Vehicle. **For the avoidance of doubt, BLVH shall provide no underlying insurance cover** if the Hirer elects to obtain its own insurance cover.

Cancellation by the Hirer

- u) Cancellations made more than 24 hours prior to commencement of the Rental Period shall not incur any charge for rental of the Vehicle but the Hirer shall be required to reimburse BLVH in respect of any Cancellation Costs incurred.
- v) If a cancellation is made less than 24 hours prior to commencement of the Rental Period, BLVH reserves the right to charge the Hirer 100% of the Current Tariff in respect of the number of days of the booking together with any Cancellation Costs incurred.

Keys

- w) The Hirer is responsible for the keys to the Vehicle during the Rental Period.
- x) In the event of a key being lost, the Hirer will be charged for the following:
 - a. A replacement key in line with the prevailing main dealer rate
 - b. Any costs associated with reprogramming the new key
 - c. The costs of delivery of the new key to the Hirer
 - d. A charge equivalent to one day's hire of the Vehicle in accordance with the Current Tariff in respect of the loss of use of the Vehicle.

Complaints / Queries

- y) The Hirer should direct any queries or complaints to sales@blvh.co.uk. BLVH is a member of the BVRLA. A Code of Conduct is available at <https://www.bvrla.co.uk/RentalCode>. Any disputes that cannot be resolved can be referred to the BVRLA's Conciliation Service who can be contacted at complaint@bvrla.co.uk