

Terms and Conditions - Red Roadster Classics ™ for Car Hire

We endeavour to make Your car hire experience with Red Roadster Classics ™ as enjoyable as possible. The following terms and conditions are provided in order to help Us to achieve this, and to make it clear and transparent what our responsibilities are to You, and Yours to Us and our cars.

These Terms and Conditions, the Hire Agreement and Booking Form may not be reproduced without the written permission of Coombe Hallam Limited. The Hire Agreement, Booking Form and these Terms and Conditions will be governed by English law, regardless of Your country of residence, origin or where the booking was made from. All prices quoted and payments to be made are to be in English Pounds Sterling.

Definitions:

HIRER/ You: The approved person or persons who is or are permitted to drive the Vehicle

CUSTOMER: The person paying for the Vehicle if not the Hirer

OWNER / Us / We: Coombe Hallam Limited, (company no. 06132932) whose registered office is at - Francis Clark, 58 The Terrace, Torquay, TQ1 1DE -and trading under the name Red Roadster Classics ™

HIRE CAR: the vehicle to be hired from Us and more particularly described in the Hire Agreement

INSURANCE COMPANY: The company that from time to time provides to Us the trade hire insurance policy applicable to the Vehicle

1. Introduction

By signing the Hire Agreement and / or by making a booking - by phone, in writing, online or by email - You accept that these Terms and Conditions will apply to the dealings between You and Us. You also agree to accept responsibility for the information that You provide to Us - for both the Customer and the Hirer - which may be used by Us for administrative and marketing purposes and held on computer or in hard copy in compliance with the Data Protection Act.

You also agree that by giving Us Your credit or debit card details - on line or by other means - You authorise Us to obtain full payment for the services agreed, this will include the pre authorisation for the security deposit and any surcharges if necessary. You agree that we may check through credit agencies or make other similar enquiries to establish the validity of the information provided by You and / or any nominated driver.

2. Persons able to drive and restrictions

The Hirer must be approved to drive by Us and the Insurance Company for the period of the hire and complete the Hire Agreement. They must hold a valid full British driving licence for the Vehicle and know of no legal reason why they should not be allowed to drive the Vehicle for the agreed hire period. Please note we are required by law to inform the Insurance Company of any matter which may affect their decision whether or not to offer cover for Your hiring of the Vehicle.

NB Overseas visitors or Hirers who do not hold a British driving licence need to advise Us at the time of booking. The Insurance Company may still approve You for hire but please check with Us at the earliest point to avoid any potential difficulty at a later date.

The Insurance Company has placed a number of standard requirements and restrictions on offering cover in respect of hiring a Vehicle:

- 25 years or older and less than 70 years old, who has held a full British licence for more than 3 years
- Free of physical defect and infirmity, and legally able to drive during the Hire period

- Not been convicted of ANY of the following motoring offences: AC / BA / CD / DD / DR / UT / XX within the last 5 years
- OR not convicted of more than ONE of the following motoring offences in categories CU / IN / LC / MS / MW / PC / PL / SP / TS in the last three years
- Not involved in more than one accident in the last 3 years
- Not engaged in any of the following:
 - a) Professional entertainment or sport
 - b) Undergraduate or students under 25 years of age
 - c) Foreign service personnel
 - d) Courier Use or fast food deliveries
- Not have a contract of Hire exceeding 30 days

NB Drivers not qualifying as defined above, may at times be included subject to additional terms, this must be approved PRIOR to hire and within enough time in order to get the approval of the Insurance Company.

Please ask Us, as we will be only too willing to help.

The Hirer must provide Us with their original driving licence prior to the commencement of Hire. A copy of this will be taken by Us and kept on file and both the photo card and paper document in the case of two part licences MUST be provided together with two further forms of personal identification, at least one of which must be an original utility bill showing the Hirer's current home address. You agree that we may take a digital photograph of You with the Vehicle for security purposes, which we will provide to You as a souvenir.

We reserve the right to decline to hire out any of our Vehicles and to decline to accept You as a Hirer / Customer, at our sole discretion and without giving a reason.

3. Insurance Policy and Cover

The vehicle insurance cover is included in the hire charge and is fully comprehensive and inclusive of RAC / AA roadside assistance / recovery. It is the Hirer's responsibility to ensure the Vehicle is left secure when unattended and to make use of all security devices supplied with or fitted to the Vehicle. This insurance covers all Hirer's approved to drive. The Insurance Company does NOT offer any form of 'Collision or Loss Damage Waiver' option and You are advised to make your own arrangements in this respect.

4. Booking, Deposit, Confirmation and Charges

Bookings can be made in a variety of ways:

- a) on - line at www.redroadsterclassics.co.uk through our on-line payment system
- b) by telephone on 01626 - 836645 or 07799 673753
- c) by email - info@redroadsterclassics.co.uk
- d) or in person, usually at Classic Car Shows

Payments will usually be made by credit or debit cards although cheques supported with a bank guarantee card can be accepted in certain circumstances. Bookings will be confirmed on clearance of the payment. We reserve the right to decline to accept certain credit or debit cards owing to the large fees that we are charged for processing them.

Bookings can be made with Payment in full, or if preferred by paying a £50 non-refundable deposit, with the remainder paid and cleared at least 2 weeks prior to start of the Hire period.

Confirmation will normally be sent via email, or if requested it can be sent in writing. Confirmation will happen once the chosen day and car have been confirmed as available, the funds have been cleared and the Insurance Company has agreed to cover you. Provisional confirmations of the availability of Your chosen car, for a specified date can be given, please ask Us.

The charge for the Hire period includes comprehensive insurance, a full tank of petrol and additives if required, supply of map, spare tyre, AA / RAC cover, wet weather gear for the Vehicle,

VAT where applicable (not charged by Us for our services). Other additional items or services may be provided as agreed with You and for some of these there may be an additional fee e.g. Sat Nav and we would be happy to discuss this with you at the time of booking.

5. Additional Drivers

We are happy to accept additional drivers (subject to clause 2 and the other terms of this agreement) and a charge of £15 will be made for each additional driver to cover the additional administration costs.

Where a two day or more booking is made, we will include one additional driver for free, as part of the normal booking fee.

6. Security Deposit and Excesses

A deposit of £500 will be required to be held by us prior to the first day of Hire as to cover or be put towards damage to the Vehicle or other related costs. This £500 deposit will also be used to cover the insurance excess of £500 - in the event that the excess needs to be used. The deposit must be paid using a valid pre-authorisation by credit or debit card and as long as the Vehicle is returned to Us at the end of the Hire period in the same condition (excepting fair wear and tear) as at the start of the Hire together with a full tank of fuel and no other charges are payable, the pre-authorisation code will be cancelled and we will not take the charge from Your card.

If the Vehicle suffers any noticeable damage during the Hire period, at our discretion we may take the whole of the pre-authorised deposit and any over payment will be reimbursed to You after the repair is completed. If requested, an independent estimate will be obtained for the costs of the repair. If accidental damage is caused to the Vehicle by another party, the security deposit will be returned to You after the other party or their motor insurer meets the costs of rectifying the damage to the Vehicle. The security deposit may also be used by Us to cover any additional charges or surcharges, plus any relevant VAT charged to Us. For the avoidance of doubt, You will be solely liable for payment of any fines or expenses incurred following breach by You or any permitted additional driver of road traffic or motoring law.

If the Insurance Company refuses to make any payment to Us, as a result of Your actions or inactions You will indemnify us to the extent of the loss and damage suffered by Us. All reasonable steps will be made by Us to ensure that this does not happen and You agree to do all things reasonably necessary to assist Us and the Insurance Company to recover our losses suffered or any outlay.

7. Period of Hire and Mileage / Geographic restrictions

We will try and accommodate Your requests regarding the timings of the Hire period, where at all possible. As a guide our standard Hire period is 8am to 8pm on the day of Hire although please confirm Your requirements with Us when booking or prior to the Hire day.

At our discretion we may extend the hire period in agreement with You and this may be subject to Your immediate payment of the agreed additional hire charges although in no circumstances will the hire period exceed 30 days from the start of the original hire period.

Under no circumstances must the Vehicle be taken or used outside of England or Wales.

There is NO mileage restriction during the Hire period. The Vehicle will in most cases be Used in Devon, it can also be Used in Cornwall and Somerset with prior approval from Us.

8. In cases of Breakdown or Accident

In the rare case of a breakdown or an accident, You must notify Us immediately.

- If there are problems with the Vehicle, stop at once and notify Us. We will come out and rectify the fault and / or we will advise You of the procedure to receive roadside assistance to get You back on Your journey. If it is not possible to repair the car for the onward journey, we will endeavour to provide You with one of our other Vehicles as soon as possible. If it is not possible to provide You with a replacement Vehicle for whatever reason, we will provide a reasonable part refund / voucher at our discretion. Please note our limit of liability in this respect (except in the case of death or personal injury) is to the amount of money paid by You to Us and we will not be liable for any disappointment or injury to feelings.
- In the case of an accident involving the Vehicle, please notify Us at once. Do not admit liability and make sure that You have the names and addresses of all witnesses and other parties. You will also need to complete and provide Us with an Accident Report Form within 12 hours after the accident. You will be required to do all things reasonably necessary to assist Us and the Insurance Company in any way possible in order to see through any claim that is made and for the conduct of any proceedings or negotiations. The £500 security deposit will be Used to cover the £500 excess, if required and You will be notified of this.

9. Vouchers

Gift Vouchers are available and 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. Vouchers can be for any amount as agreed between You and Us.

10. Choice of Car

In the event of the unavailability of a chosen vehicle due to mechanical or other circumstances beyond our control, we will inform the You / the Hirer as appropriate and either offer an alternative vehicle for the same date, an alternative date for the Hire or Gift Vouchers in agreement with You.

11. Limitations of Use

For social, domestic and pleasure purposes by any person permitted by Us to drive the Vehicle. The policy does not cover use for racing, pacemaking, reliability trials, competition or speed testing, driving tuition, or conveyance of passengers for hire or reward. The Vehicle must not be taken out of the United Kingdom by the Hirer or Used for any illegal purposes. The Vehicle must NOT be overloaded with passengers or luggage, used to tow, or contravene the Highway Code or any Traffic or other Laws.

12. Cancellations

In bad weather or the forecast for such where We reasonably believe damage may be caused to the Vehicle or the Vehicle may not be safe to use, or for other reasons, we reserve the right to cancel Your booking giving you as much notice and warning as possible. We will provide a full refund of monies received from You or a voucher to the same value or an alternative date / Vehicle. Please note our limit of liability in this respect (except in the case of death or personal injury) is to the amount of money paid by You to Us and we will not be liable for any disappointment or injury to feelings.

If You cancel Your booking:

- By giving Us 14 days or more notice before the start of the Hire period, we will provide a full refund of monies paid by You to Us minus an administration fee of £20, or a voucher of equivalent value valid for 12 months, as agreed with You. Where You have chosen to pay

a £50 non-refundable deposit instead of the full amount at booking, this amount will be retained by Us instead of the £20 administration charge and the balance returned to You.

- By giving Us less than 14 days notice before the start of the Hire period we are not obliged to provide You with any refund and any refund or abatement offered is purely at the discretion of Us.

13. Pets

In normal circumstances no pets or animals may be transported in our vehicles. One of our MGB vehicles (the red one) may be used to carry a dog as long as it is kept strictly under control and is carried safely and complies with all legal requirements. This may only happen with written agreement from Us prior to the start of the Hire period and may attract an additional charge for cleaning. Failure to comply will incur charges for additional cleaning.

14. No Smoking

For the benefit of all our customers and to comply with legislation smoking is absolutely prohibited in all of our vehicles, (even with the top down where appropriate) and at our premises. You will be responsible for any fines incurred by Us or You if You break the No Smoking law.

15. Fuel

The Vehicle will be provided 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 – Unleaded petrol. If You use the wrong fuel in breach of our instructions, You will cover all costs incurred in order to have the fuel system cleaned and / or to rectify any resultant damage to the Vehicle.

16. Maps, rugs and other items supplied

All keys, security locks, hampers, picnic equipment, maps, brochures, spare parts, satellite navigation equipment, tools or other materials and equipment supplied with the Vehicle remain the property of Us and should be returned with the Vehicle at the end of the Hire period. Failure to do so will result in a charge for replacement materials.

17. Your responsibilities

You will look after the Vehicle and safe guard it whilst it is in Your care and return it to Us at the end of the Hire period in the same condition as at start of the Hire - excepting fair wear and tear. You will keep the Vehicle secure and safe at all times and Use all security equipment supplied, You will make sure that the keys are safe and secure when You are not with the Vehicle. You will behave in a safe and responsible manner at all times whilst in control of the Vehicle and comply with all relevant laws. If despite Your best endeavours, the Vehicle is stolen, You must report the theft to Us and to the police immediately and obtain a crime reference number from the police.

If Your Hire period includes overnight use You will use the car cover provided and put the roof up in order to safe guard against water and dampness getting into the Vehicle.

You agree to pay all fines and court costs whether for parking, traffic or other legal violations for the period when the Vehicle was in Your control and if we are chased for these payments we reserve the right to debit Your card in order to cover the costs together with a reasonable administration fee.

18. Sat Nav

Satellite navigation devices are available to hire on a daily basis, at the charge of £20 a day. As not all of our vehicles have a cigarette lighter facility, we will provide an electric charger for You. For Hire periods of two or more days, please ask about our “Special Offer” for Sat Nav hire.

19. Delivery or Pick up options

As agreed with You, we may deliver the Vehicle to You at an agreed location within the county of Devon. There would not normally be an extra charge for this service and if it was deemed necessary to make an extra charge, this would be agreed with You beforehand. Where we deliver a Vehicle to You, we will require that the Safety deposit - via a valid pre-authorisation by credit or debit card - be made prior to the delivery day.

When You collect the Vehicle from Us at our premises You may leave Your vehicle at our premises or in the secure car park. If you choose to do so your vehicle and any personal property is left there at your own risk and neither we nor our landlord will be held responsible for any loss or damage incurred to or by Your vehicle or property unless caused by any action or omission by Us.

20. General

Whilst we take all reasonable precautions, neither we nor our landlords are liable for any accidents that happen at our premises or in the surrounding grounds.

We reserve the right to alter these Terms and Conditions by giving notice to you in writing or on our website at: www.redroadsterclassics.co.uk