

# **TERMS & CONDITIONS OF VEHICLE HIRE**

<u>Important numbers:</u> <u>Always call us first to advise!</u>

**Blacklight Tours Ltd** +44 (0) 207 993 6665 (office) +44 7875 556467 (urgent)

**Accident claim line:** +44 344 873 8183 (Markerstudy) **AA Breakdown line:** UK: +44 800 107 5867 333 9711

EU: +44 344 209 0081

#### **CONDITIONS OF HIRE:**

All hires are subject to our terms & conditions which follow below. For the purposes of these conditions,"The Company" shall be deemed to refer to "Blacklight Tours Ltd" and the "Customer" to any company, partnership or individual who shall enter into any hire agreement with "Blacklight Tours Ltd" which under the terms of English Law might be defined as a Contract.

### **INSURANCE ELIGIBILITY:**

In order to accept your booking we must first confirm you are suitable for our insurance. We insure UK / EU / AUS / USA / NZ drivers between 23 and 70 years of age. For other nationalities please contact us first.

Your driver must fit the following rules:

- 1. Has held a UK / EU / AUS / USA / NZ licence minimum 2 years
- 2. Licence has no more than 6 penalty points (exceptions must be validated)
- 3. Driver has had no accidents in last 3 years (notify us if they have so we can validate)
- 4. No driving convictions, bans or major endorsements (i.e. DR10) in 5 years

5. All drivers are 23 years of age

**IDENTIFICATION:** We require:

1. Scan of front & back of your driving licence (photo card only) for ALL drivers

2. Two recent utility bills / bank statements dated in last three months with current

address which matches your driving licence.

3. DVLA check code for UK drivers. Generate code, go to 'active codes' then

share / print and send us the PDF file of your driving summary NOT the check

code itself.

**PAYMENT:** 

To secure and confirm your booking we require 10% holding deposit (minimum £50).

This can be paid via debit card, credit card (charges may apply) or BACS bank transfer.

The balance of your hire fee must be cleared prior to the van leaving our premises.

Overseas (non-UK registered) and business / corporate credit card charges add 2-3%

to your bill.

**INSURANCE EXCESS:** 

Our insurance excess is minimum £1500 + VAT for drivers over 25. For young

drivers under 25 the excess has a £200 + VAT surcharge. Please note that this may

be higher for drivers with non-UK licences, or for other reasons such as points on

their licences or driving offences.

**ACCIDENT CLAIMS:** 

It is strongly advised that claims be reported within the first TWO HOURS of the

incident occurring, if safe to do so. The incident should also be reported to us on +44

(0) 207 993 6665 or by SMS if more practical on +44 7875 556467 and we can call

you back. You can also call the insurers Marker Study 24/7 (for notification purposes

only, as only we can decide on claims) on 0344 873 8183 if we are closed. The hirer

agrees that the excess payable under this agreement may be used by the lessor to

offset the cost of repairs in the event that the lessor's vehicle or a third party vehicle

is damaged. Whilst we do try to keep repair costs down, we do operate a likefor-like

policy.

The insurance does not cover: tyres, wheels (including stolen spare wheel), glass / windows (£100 + VAT excess for broken glass, T&Cs apply), theft of items from vehicle or mechanical breakdown due to negligence of the hirer. These must be paid in full after verification from a third party garage. You can avoid mechanical breakdown by advising us of any warning lights on the dashboard and by following topping up procedures which we can demonstrate. If you feel there is an issue call us immediately on +44 (0) 207 993 6665

### **CONTENTS INSURANCE:**

This is not included as part of your hire agreement or vehicle insurance and we recommend you take out your own policy.

### **DAMAGE AND FINES:**

It is the hirer's resposibility to pay for vehicle damage including damaged windows, tyres, entertainment and interior fittings. These are not covered under insurance. In the event that the damages (only those covered by insurance) are major then we will likely claim through insurance in which case the hirer is liable to £1000 + VAT excess.

It is the hirer's resposibility to pay for all parking, congestion and other penalty charges in full, regardless of if this goes over the total amount of your damage deposit. Please notify us immediately if you think you have picked up a parking / penalty charge as these are normally reduced by 50% if paid within 14 days.

## **OUT OF HOURS RETURN:**

If the hirer opts to return out of hours (unmanned – park up & key drop) then they assume full risk of damages that may occur whilst parked up on street. We check the vehicles when we open up for business from 10am Mon – Sat (Sunday by appointment only). If returning out of daylight hours (manned) then we do not guarantee that checks in the dark are accurate until we can check in full daylight.

### AGREEMENT OF TERMS:

 The lessor will check the oil, adblue and coolant levels at or prior to the start of the hire period. Any loss or damage caused by lack of oil and/or water during the hire period will be the responsibility of the hirer as a result of not being able to meet their contractual obligations. We can show you how to check oil and coolant levels. We can supply you with a spare can of oil, but if you run out then call us

- 2. If the engine is damaged or destroyed whilst in the possession of the hirer as a result of due negligence, the hirer will be responsible for the costs incurred to its repair or replacement. We use a third party independent source to ascertain the cause. Please contact us if you hear any unusual sounds or see any warning lights on the dashboard IMMEDIATELY.
- 3. Do not allow the vans to run out of DIESEL, ADBLUE or OIL and make sure you only fill it with DIESEL, not petrol.
- 4. All our vans are sent out with tyres with plenty of tread depth. If travelling into compulsory 'winter tyre' zones you must let us know. If you have any concerns about the tyres please advise within 24hrs of start of your hire. Any tyre, wheel or windscreen damage is the responsibility of the hirer and will need replacement during your hire and paid by the hirer or deducted from your deposit.
- 5. Hirer agrees to lock vehicle when not attended by any responsible persons from the travel party, to park in as safe a location as possible and to avoid putting the vehicle in a position of danger whether parked, in motion. In the event of a breakdown where possible pull into a safe location such as the hard shoulder and wait outside of the vehicle.

## VEHICLE LIMITATIONS OF USE: The vehicle MUST NOT be used for:

- Carrying goods in contravention of customs regulations or for any illegal purpose.
  If vehicle is impounded or taken out of hirer's possession by police or any other institution as result of breach of this condition, the hirer shall continue to pay the vehicle daily rental rate and any incurred fines or impound charges until the vehicle is returned to the company.
- 2. To carry passengers or property for consideration, express or implied.
- 3. To propel or tow any vehicle or trailer with consent of the lessor.
- 4. Motor sports, racing, pace-making, rallying or speed tests.
- 5. Tuition purposes.

- 6. The hirer or any person(s) nominated or employed by the hirer must be at least 23 years of age, duly qualified and has held a FULL licence for two years.
- 7. In the case of anyone not prior agreed to drive the vehicle by the company, please contact us and send a copy of their licence for approval before letting them drive. This includes in the case of breakdown or accident.
- 8. Carrying more persons than seats (i.e. maximum of 9 in 9 seater vehicle), nor to carry a number of persons or equipment which would cause the vehicle to be overloaded or which exceeds any applicable individual axle plated weights or so as to render the vehicle unsafe. The hirer agrees to pay any fines for overloading.
- 9. Outside of UK without permission of the lessor. Outside of Europe whatsoever.

### IN THE EVENT OF AN ACCIDENT:

The hirer and any authorized user should adhere to the following procedure:

- 1. Pull over to a position of safety if possible. Do not abandon the vehicle.
- 2. DO NOT ADMIT LIABILITY
- 3. Obtain the name, address, vehicle make / model / registration of ALL parties involved.
- 4. **CALL US** on +44 (0) 207 993 6665 or Markerstudy on +44 344 873 8183
- 5. Notify the police immediately if another party's guilt or liability has to be ascertained, or if any person is injured.
- 6. Do nothing to render the policy invalid or voidable, contact us if any doubt.

### IN THE EVENT OF A BREAKDOWN:

Our vehicles are covered by 24 hour EU breakdown. In the event of a breakdown contact AA Breakdown from the UK: +44 800 107 5867 333 9711

Or if you have broken down in EU: +44 344 209 0081

Please note that some of our vehicles have the vehicle manufacturers own breakdown cover (i.e. Mercedes), in which case the number will be in your vehicle handbook in the glovebox or call us

Do not authorise any repairs without our permission. If you puncture / damage a tyre, it is your responsibility to have it repaired or pay for a new one; the roadside assistance will only swap the blown one for a serviceable spare. Our vans usually carry one working spare wheel unless notified. If broken down, keep any receipts incurred in order for us to attempt to reclaim costs. Notify the breakdown service prior to spending money

on hotels / taxis etc so as to avoid any non-acceptance of expense refund claims. We do not refund for loss of earnings. Where possible we will send out a replacement vehicle if your vehicle is not serviceable. Please ask to see our breakdown T&Cs if necessary.

You agree to all the above once you sign our Vehicle Rental Agreement on collection of your vehicle.