

Revised: February 2014

Ooosh! Tours Ltd Rental Agreement: terms and conditions.

Please read this agreement carefully and only sign the corresponding hire form if you agree to be bound by its terms.

Only persons that have read and signed a rental agreement form and been added to the insurance may drive the vehicle. It is the responsibility of the hirer(s) to ensure no-one else drives the vehicle during their hire period.

DRIVER REQUIREMENTS

The minimum age for hiring a vehicle is **23** unless otherwise arranged (please see below). A valid licence must be produced at the start of every hire, for every driver: if it is a photo licence, both parts are needed. Ooosh! Tours will retain a photocopy and/or an electronic copy. The licence must have been held for at least 2 years and have no major endorsements. Any points or endorsements obtained in the past 36 months must be declared.

In addition, if:

- you have ever received, or have a prosecution pending for any of the following motoring offences: AC10 to AC30 (inclusive), BA10, BA30, CD40 to CD90 (inclusive), DD40 to DD90 (inclusive), DR10 to DR80 (inclusive), IN10, MS50, or TT99;
- or, have been disqualified from driving for a period exceeding 12 months in the last 3 years;
- or, have suffered loss or loss of use of limb, eye, defective hearing or vision (not corrected by spectacles or hearing aid), a heart/diabetic/epileptic condition or from any other infirmity that should be disclosed to DVLA/DVLNI;
- or, have during the past 5 years been convicted of any of the following offences: manslaughter, causing death by dangerous or reckless driving, dangerous driving, driving whilst under the influence of drink or drugs, failing to stop after and/or report an accident to Police or any combination of offences that have resulted in suspension or disqualification from driving;
- or, have been told by your doctor not to drive;
- or, if you have held your licence for less than two years;
- or, you will be aged under 23 at the start of the hire;

or otherwise fall outside of our standard terms, **then you must contact us first, and have been referred to and cleared by our insurance company before we will let you drive the vehicle.** Such drivers may incur a surcharge, or an increase in excess, which we collect on behalf of the insurers.

BOOKING

We recommend booking your van as early as possible. However, it is our usual policy to not confirm bookings of fewer than four days more than two weeks in advance. To secure a booking we require a deposit. The deposit will be either 20% of the agreed hire amount, or £100, whichever is the greater. If the total hire fee is less than £100, the full balance is required.

No booking is confirmed until a deposit has been received and acknowledged by Ooosh Tours, and an invoice raised accordingly.

Every effort will be made to supply the requested vehicle. However, we reserve the right to substitute a similar vehicle if we deem necessary.

THE DEPOSIT

We require and will retain a deposit of £500+VAT to cover the excess of our fully-comprehensive insurance policy. It is refundable within 14 days after the hire period has ended, less any amounts deductible, as listed, but not limited to, below. You also agree to pay any parking charges, fines, motoring offences, congestion charges etc. that occur whilst you are the hirer of the vehicle. Any charges or fines that you have not dealt with will be passed on to you, and/or deducted from your deposit, plus a £20+VAT handling fee per item.

The vehicle will be supplied clean and we ask you to return it the same way. We will deduct a minimum of £30+VAT from the deposit if the vehicle is returned in an excessively dirty, unclean or otherwise unacceptable manner. This applies to the exterior as well as the interior.

Please note that the insurance does not cover the hirer's personal contents (i.e. musical equipment) and it is therefore advised that you arrange separate cover for these as we cannot be held responsible for any loss or damage sustained whilst in our vehicle.

The hirer is liable for a policy excess of £1000+VAT in the case of each and every accident, or vehicular or third party damage. The excess is reduced to £500+VAT if the claim is reported to us within 2 hours of the incident occurring. See below for further details.

CANCELLATION

Any cancellation within seven days of the first booked hire day will usually result in forfeiture of the deposit. Cancellation within 48 hours of the first booked hire day will usually require full payment of the full hire fee. Cancellations made with more than seven days' notice will usually be entitled to a refund of their deposit, less a 20% handling fee, with a minimum retained amount of £25+VAT.

HIRE PERIOD

Unless otherwise arranged, hires start at 9am and are to be returned by 9am the following day of the last-hired day, to a pre-agreed location. Late return without prior notification and consent will incur at least a day's hire charge for each additional 24 hours or part thereof.

THE VEHICLE

Before the hire commences, you will be allowed to inspect the vehicle and its contents, along with the fuel level. We ask you to return the van and contents as you found them, and with the same amount of fuel as you started with, or to agree to pay the cost of the missing fuel, as

estimated by us. **It is your responsibility to keep the vehicle's oil, water, brake fluids etc. filled to the correct level throughout the hire.** You agree to pay for any damage sustained to the vehicle or its engine as a result of your negligence; above and beyond the £500+VAT deposit if necessary.

Likewise, any features of the van which are lost, damaged or destroyed are the hirer's responsibility to replace; including, but not limited to, **the tyres, wing mirrors, the windscreen and entertainment system. Please note that these items are not covered by the insurance but may be deducted from your deposit if not returned correctly.**

You agree to not use the vehicle for any illegal purpose, nor in a manner that contravenes our insurance terms, nor to drive it whilst under the influence of alcohol or drugs above the limit imposed by law. You agree to look after the vehicle whilst it is under your charge; to keep it locked, not to carry any illegal or hazardous goods or an excessive amount of weight, not to use it in a motor race, nor to use it for tuition.

THE HIRE

Before a vehicle can be hired out, we require:

1. The balance of the hire charge (if applicable).
2. A deposit of £500+VAT on a credit/debit card, or by cleared bank transfer.
3. For each driver:
 - 3.1 **A copy of both parts of the hirer's valid driver's licence.** In the case of a UK-issued passport, this comprises a plastic photocard and a paper sheet. Both parts are required, and both parts must be valid.
 - 3.2. **One** additional form of valid photographic identification, i.e passport, Prove-It card; and **one** form of confirmation of current address, dated within the last three months, i.e. utility bill, bank statement, council or government letter.
 - 3.3 A completed and signed rental agreement form.

BREAKDOWN AND ACCIDENTS

We keep our vehicles regularly serviced and maintained to an excellent standard. However, we cannot be held responsible for any loss or liability, financial or otherwise, due to failure of the vehicle or any of its parts. Likewise, any entertainment system provided with the vehicle is as a courtesy and we accept no responsibility in case of its failure.

Ooosh! Tours' vehicles are covered by 24 hour ALPS breakdown within the UK and EU. **In the event of a breakdown, malfunction or instance of non-ordinary operation you must contact us first, and you must not authorise any repairs without our permission.**

If a tyre needs replacing, it is the hirer's responsibility to supply or pay for a new one; the roadside assistance will only swap the blown one for a serviceable spare.

If you take the vehicle outside of EU countries you must arrange your own breakdown cover, or otherwise be held responsible for returning the vehicle in the event of a breakdown.

The hirer is liable for a policy excess of £1000+VAT in the case of each and every accident, or vehicular or third party damage. The excess is reduced to £500+VAT if the claim is reported to us within 2 hours of the incident occurring. The incident report phone number is 0843 221 8487. No matter how small a claim may appear, it is important you register the incident with the insurers.

You agree to gather the details surrounding an incident in which the vehicle is involved, including the names and addresses of all parties involved, and to not admit liability or guilt nor give money to any persons involved. Any communication you receive about that incident – at the time or subsequently – should be sent to us immediately. If for any reason you have not been able to exchange details with other drivers, or you were in collision with an animal, you must report the incident to the police as soon as possible and certainly within 24 hours.

DATA PROTECTION

We and the insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help us and the Insurers check information provided and also to prevent fraudulent claims. These registers may be searched in considering any application for insurance in connection with this Policy. We or the Insurers will pass any information relating to any incident (such as an accident or theft), which may or may not give rise to a claim under this Policy and which you have to notify us of in accordance with the terms and conditions of this Policy, to the relevant registers. Details of motor vehicles covered by this Policy will be added to the Motor Insurance Database (MID), run by the Motor Insurers Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing. MID data may be used by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime.

Persons with a valid claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. A statutory instrument (1972 S I No 1217) allows the police to recover personal data from the database. You can find further information on www.miic.org.uk

We and the Insurers hold data in accordance with the Data Protection Act 1998. Access to non-public personal information is restricted to those who need to know the information in order to service this Policy. We and the Insurers maintain physical, electronic and procedural safeguards to protect non-public personal information.

It may, however, be necessary for Us and the Insurers to pass data to other organisations (including organisations based outside the EU in countries which may not have laws to protect non-public personal information) that supply products and services connected to this Policy, in which case appropriate measures will be taken to ensure that the data is kept securely and only used for the purposes for which it was provided.