

## Ooosh! Tours Ltd Rental Agreement: terms and conditions.

Revised: November 2020

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. Ooosh! Tours will retain a photocopy and/or an electronic copy. The licence must have been held for at least 24 months 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 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 (or both), 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 25% of the agreed hire amount, or £100, whichever is the greater. If the total hire fee is less than £400, the full balance is required to secure your booking.

**No booking is confirmed until a deposit has been received and acknowledged by Ooosh Tours, and an invoice, contract or pro-forma raised accordingly.**

Every effort will be made to supply the requested vehicle. However, we reserve the right to substitute a similar vehicle as close as possible in specification to the booked vehicle, if we deem necessary.

### THE DEPOSIT

We require and will retain a deposit of **£750** to cover the excess of our fully-comprehensive insurance policy. It is refundable within 10 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 **£25+VAT** handling fee **per offence**.

The vehicle will be supplied clean and we ask you to return it the same way. We will charge **£50+VAT** 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.

## 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 require 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 15% 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 morning of the last-hired day, to a pre-agreed location. Late return without prior notification and consent, or to a different location to that agreed, will incur a full day's hire charge for each additional 24 hours or part thereof *plus* a late return fee of **£25+VAT**.

You remain legally responsible for the vehicle until we open for business on the morning following your last day of hire. This means the vehicle must be parked legally and safely, and that any damage or fines incurred is wholly your responsibility until we open for business and have the keys for the vehicle returned from you. This is especially important with regard to returning a vehicle overnight, or 'out of hours': the vehicle remains your responsibility until 9am on the next day we are open. The 'out of hours' return facility is offered as a courtesy, and until an authorised member of Ooosh staff has the keys back from your hire you remain responsible for the vehicle under these hire terms.

## 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, which will be charged at **£2+VAT** per litre. **It is your responsibility to keep the vehicle's oil, AdBlue water, brake fluids etc. filled to the correct level throughout the hire.** Any loss or damage caused by lack of aforementioned fluids during the hire period will be the responsibility of the hirer, including any losses suffered by the hirer. If, as a result of negligence by the hirer, the engine of the vehicle is damaged or destroyed whilst in the possession of the hirer (which will be established by an independent source), the hirer will be responsible for the **full cost** of repairing the damage or of replacing the engine, which may be more than the £750 deposit. This may include any loss of contractual obligations by the lessor.

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.**

If the vehicle is operated in accordance with the terms of this document, and following all instructions from Ooosh Tours Ltd staff, the hirer's liability for damages shall not exceed the excess stated on the hire agreement (usually £750), with the exception of damage to the engine per above, and damage caused by striking overhead or low structures: **in the case of overhead damage, the full cost of repair will at all times remain the liability of the hirer.**

The hirer agrees that liability will be decided at the sole discretion of the lessor's insurer.

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; keep the keys in a safe place at all times; not to carry any illegal or hazardous goods; not to load the vehicle beyond its legal weight limit; not to use it in a motor race; not to use it for tuition.

## THE HIRE

Before a vehicle can be hired out, we require:

1. The hire fee to have been paid in full by credit/debit card or cleared bank transfer. We cannot accept cash for vehicle hires.
2. The excess of £750 to have been paid on a credit/debit card, or by cleared bank transfer.
3. For each driver:
  - 3.1 **A copy of the hirer's valid driver's licence.** In the case of a UK-issued licence, this comprises a plastic photocard and a DVLA check code. **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 **two** proofs 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 for 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. The tyre must be replaced by the hirer on a like-for-like basis and we reserve the right to charge accordingly for an unacceptable replacement.

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 as soon as is practically possible. 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

Your vehicle may have a telematics tracking device fitted to it. Data collected from such a device will only be used by us for our normal business purposes. You consent to us storing your information for the purpose of this hire. If you would like to find out how we store your information or would like your information removed at any point you can request this by contacting us.