

## Introduction to Drive Assist

---

Please find enclosed some useful information about Drive Assist which we hope will be of assistance and answer any questions you may have. Alternatively, you can contact Customer Services on the number below:

<b>Customer Services Team:</b>	01827 319400
<b>Opening Hours:</b>	Monday – Friday: 08:00am until midnight Saturday: 08:00am – 8:00pm Sunday: 10:00am – 6:00pm

We would ask you to pay particular attention to the terms and conditions of hire and would be grateful if you could review them before the driver arrives. A large print version of these terms is available on request.



# Delivery and Collection of the Hire Vehicle

## What happens next?

Once we have agreed to supply you with a hire vehicle, your requirements will be sent to the regional depot closest to you. The depot staff assign an appropriate vehicle from the available stock and will also contact you to arrange a suitable time period for the delivery to take place.

The driver will be sent details of your delivery directly to a handheld computer (PDA).

You will have to be present when the vehicle is delivered as you will be asked to verify some of the key details at this time. Please be aware that the delivery will take approximately 15 minutes while the following checks take place:



Delivery Checklist		
Rental Agreement	<p>The driver will start by confirming that the details previously provided to the claims handler are correct. This check is important as the responses are entered in the rental agreement.</p> <p>A sample copy of the rental agreement can be found below and a completed agreement will be sent to you following the delivery.</p>	✓
Vehicle Condition Report	<p>The driver will check over the condition of the vehicle with you when it is delivered and ensure that any damage is recorded on the system, along with details about the cleanliness and fuel level of the vehicle. Vehicles will be delivered with a small amount of fuel and should be returned with a similar amount.</p> <p>Please check that the image on the screen is accurate as you will be asked to confirm that the report is correct.* This is important as the vehicle will also be checked on collection and you may become liable for any new damage identified.</p>	✓
Driving Licence	<p>If the hire vehicle is going to be insured on Drive Assist's Insurance, the driver will also ask to see your driving licence to check that you are eligible to be insured. Please make sure that it is available. If you have a photocard licence, both parts will be required.</p>	✓
Delivery letter	<p>You will be provided with a document which explains who to contact in case of breakdown and how to arrange collection. A further copy of the terms and conditions of hire are on the reverse of this sheet.</p>	✓
Terms and Conditions of hire	<p>The driver will point out your responsibilities whilst the vehicle is in your possession.</p>	✓
Survey	<p>You will be asked to complete a short survey regarding the service you have received. We value your feedback.</p>	✓
Signature	<p>Your signature will be requested as acceptance of the terms and conditions of hire and to verify that the information has been entered correctly</p> <p>Please make sure that you agree with the vehicle condition and terms of hire before signing the screen. Your signature will be transferred onto the hire agreement and vehicle condition report, which will be sent to you following the delivery to confirm the information provided.</p> <p>The credit hire agreement requires a series of signatures all of which are transferred from the one given at the point of delivery. The driver will show you a copy of a sample agreement and indicate where your signature will appear - it will appear more than once and be dependant on the insurance cover you selected. Once your signature has been entered, it will not be possible for the driver to make any changes to the information that has been recorded.</p>	✓
Vehicle use	<p>The driver will show you how to operate the vehicle e.g. lights, releasing fuel cap etc and answer any questions you might have about the vehicle.</p>	✓
Collection Checklist		
Vehicle Condition Report	<p>The driver will check over the vehicle with you and make a note of any new damage.</p>	
Signature	<p>Your signature will be requested to confirm that you agree that the condition has been reported accurately. Please be aware that new damage may result in charges. However, this will be dependant on the insurance option which you selected for the hire vehicle.</p>	


\* Please note that back up paperwork will be used if the system is experiencing difficulties.

# Paperwork

You will receive copies of the rental agreement and vehicle condition report, for your reference. These documents confirm the agreement and will include your signature, which is transferred from the one that you would have provided to confirm the same information on the PDA.

The insurer of the other party will also receive a copy of the agreement, enabling us to invoice them for the hire charges, on your behalf.

		Reference: <b>SP310720071</b> Date/Time: 13/06/2007 13:24	
Tarnworth House, Victoria Park Road, Edgbaston, Birmingham, B15 2ST Tel: 0121 7319400 Fax: 0121 7319210		Document ID: <b>2339</b>	
<b>CREDIT HIRE AGREEMENT</b>			
<b>1. DETAILS OF HIRER</b> 1.1 Account name: <b>MR Applepod</b> 1.2 Date of hire agreement: <b>13/06/2007 09:02:21</b> 1.3 Hire of vehicle by: <b>MR Applepod</b>		<b>2. INSURANCE DETAILS</b> 2.1 Insurance provided: <b>Comprehensive (Less than 12 months)</b> 2.2 Excess: <b>£500</b> 2.3 Excess cover: <b>£500</b>	
<b>3. DETAILS OF VEHICLE</b> 3.1 Make/Model: <b>SAUBER RUMPLER DESIGN</b> 3.2 Year: <b>2000</b> 3.3 Colour: <b>Black</b> 3.4 Mileage: <b>114022000</b>		<b>4. RENTAL PERIOD AND CHARGES</b> 4.1 Start date: <b>27/05/14/02</b> 4.2 End date: <b>27/05/14/02</b> 4.3 Rental rate: <b>£36.50</b> 4.4 Total hire charge: <b>£779.00</b> 4.5 Insurance charge: <b>£156.43</b>	
<b>5. ADDITIONAL CHARGES</b> 5.1 Additional charges: <b>None</b>		<b>6. SIGNATURES</b> 6.1 Hired by: <b>Customer</b> 6.2 Driver: <b>Customer</b>	

		<b>Vehicle Condition Report</b> Delivery	
Reference: <b>SP310720071</b> Date/Time: 13/06/2007 13:24		Reference: <b>SP310720071</b> Date/Time: 13/06/2007 13:24	
<b>REGISTRATION</b> SLK02JT		<b>MILEAGE</b> 1000 miles	
<b>WEATHER</b> Dry		<b>MISCELLANEOUS</b> Comments:	
<b>EXTERIOR</b> Front: Dented, Dented Lip to Doors Windscreen: Chip On screen periphery Panel: Scratch - 700mm and down to metal		<b>INTERIOR</b> Seat: Clean Door: Worn/Cracked	
<b>ACTUAL HIRE PERIOD AND CHARGES</b> 20 days @ £36.50 = £779.00 £156.43		<b>EXTRAS</b> Spare Wheel: Supplied Tyre: Not Supplied Roof Bars: Not Supplied Beacons: Not Supplied Tow Bar: Not Supplied	
Signed (Hirer): <b>Customer</b> Print Name: <b>MR Applepod</b>		Signed (Driver): <b>Customer</b> Print Name: <b>Driver</b>	

The driver will have full sized sample copies of these documents if you would like to view them in more detail before signing the screen of the PDA.

## Frequently Asked Questions

Please find below the answers to some questions you may have:

<b>What type of vehicle will I get?</b>	We aim to supply a similar vehicle to your own, so you can manage your daily commitments. The availability of any vehicle is subject to demand.
<b>When will the vehicle arrive?</b>	The depot staff will contact you to arrange a convenient delivery date and time.
<b>How long can I have the hire vehicle?</b>	In most cases you can keep our vehicle until the repairs to your own have been completed, or up to 7 days after you or your representative receive a settlement cheque. However, if delays occur the hire may have to cease earlier.
<b>What happens if I go on holiday?</b>	<ul style="list-style-type: none"> <li>• If you need to take the hire vehicle abroad, please call Drive Assist's Customer Services Team for authorisation.</li> <li>• If you are going away during the hire period and do not require the use of the hire vehicle during this time, please call Drive Assist's Customer Services Team, as we may need to collect the vehicle from you.</li> </ul>
<b>What should I do when the vehicle is collected from me?</b>	When the vehicle is collected, the collection driver will complete a Vehicle Condition Report on site, to confirm the condition of the vehicle when it is returned. We urge you to be present at this time so you can agree the condition of the vehicle on handover.
<b>What should I do if I have an accident in the hire vehicle?</b>	Please call the Customer Services Team immediately, with the accident details.
<b>Who will pay for Drive Assist's service?</b>	Once the hire period has ceased Drive Assist will present the costs to the insurer of the person who caused the accident.
<b>Why do you require my credit / debit card details?</b>	The details are required for security against any damage or fines incurred whilst the vehicle is your responsibility.
<b>Who will advise me of the progress of my claim?</b>	<p>Your claim is dealt with by specialist teams who may contact you regarding all aspects of Drive Assist's service. Please find details below:</p> <p><b>New Claims</b> - Take details of your claim and determine the appropriate service you require.</p> <p><b>Logistics</b> - Staff at the regional depots allocate a replacement vehicle for you and arrange delivery and collection of the vehicle</p> <p><b>Ongoing hire</b> - Monitor the hire period and liaise with you/ your insurers/ repairers/ third party insurers, regarding the progress of your claim.</p> <p><b>Technical Claims</b> - Responsible for recovery of the credit hire charges.</p> <p><b>Customer Services</b> - The customer services team are the first point of contact for all general enquiries.</p>

If you have any further questions, please contact Customer Services on 01827 319400.

# Important Information

Please take note of the following:

<b>If your vehicle is in storage</b>	<b>Comprehensive insurance:</b> You should speak to your insurer without delay. <b>Non comprehensive insurance:</b> Should your vehicle be incurring storage charges, it is important you arrange for the vehicle to be moved to a place of free storage, otherwise the storage costs may be irrecoverable.
<b>Concluding the hire period</b>	When you no longer require the use of the hire vehicle, please contact our Customer Services Team so collection can be arranged.

If you need to recover other losses and another company has not offered to assist you with these, Drive Assist can help. If you would like our assistance we will need the following to support your claim.

<b>Excess</b>	<ul style="list-style-type: none"><li>• <b>Vehicle repaired:</b> Please send a copy of the excess receipt, showing the amount that has been paid to the repairing garage.</li><li>• <b>Vehicle beyond economical repair:</b> Please forward a copy of your settlement letter showing the amount has been deducted from your settlement.</li></ul>
<b>Loss of Earnings</b>	Submit confirmation of the dates lost and the reason why you were unable to work, in addition to the following: <ul style="list-style-type: none"><li>• <b>Employed:</b> A letter from employer confirming time off and either 3 months (13 weeks) of wage slips (month of accident and 2 months prior) or P60 or P45.</li><li>• <b>Self Employed:</b> Evidence of loss of work and copies of profit and loss accounts or balance sheets, transaction statements or accountants report.</li></ul>
<b>Other</b>	Keep receipts of other losses you have incurred (as a result of the incident). Please call customer services for further advice.
Please note further information could be requested from the responsible party's insurers for any of the above losses.	

## Disclosure of Status

### Financial Services Authority (FSA)

The FSA is the independent watchdog that regulates financial services in the UK. It requires us to give you this document. Please use this information to decide if our services are right for you.

### Insurance Products

Drive Assist UK Ltd may offer a Cost Protection Insurance Policy to eliminate the customer's liability to repay Drive Assist's rental charges, in the event that they become irrecoverable from the responsible party.

### What Services do we provide?

- We can advise and assist you in finalising your claim against third party insurers.
- We may help recover any uninsured losses in the course of the claim.
- We may arrange fully comprehensive insurance cover under our group policy for you whilst driving our vehicle, subject to any conditions required by the insurer.
- We may introduce you to one of a panel of solicitors who can provide an insurance policy to cover the costs of a possible Personal Injury claim, where applicable.

### Fees and Charges

Drive Assist do not make any charge for arranging either the Cost Protection Insurance Policy, or replacement vehicle insurance, nor for referring personal injury claims to solicitors.

- We may offer you an Excess Waiver, which would eliminate any excess you would otherwise be liable to pay on our group vehicle insurance policy, in the event you are involved in an accident whilst driving our vehicle. The daily fee is determined by the group of vehicle supplied.

### Who Regulates Us?

Drive Assist UK Ltd. is directly authorised and regulated by the FSA and our authorisation number is 308595.

You can check the FSA register by visiting their web site at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by telephone on 0845 606 1234 during normal working hours.

### Ownership

Drive Assist does not have a financial interest in any insurer of third parties, nor in any other insurance company whose products we may make available to you, and nor does any insurer have any financial interest in us.

### Complaints

Firms directly authorised by FSA have a documented complaints procedure and a copy of ours is available upon request.

Should you have a complaint, please put it in writing to:

**The Customer Relations Manager, Drive Assist UK Ltd, Tamworth House, Ventura Park Road, Bitterscote, Tamworth, Staffs B78 3LY, or telephone 01827 319400**

In the unlikely event that a complaint remained unresolved after 8 weeks from the date it was made, you may be able to refer it to the Financial Ombudsman Service (FOS). The FOS provides a mechanism for resolving disputes which is a simple, informal and accessible alternative to the courts. Their address is:

**The Financial Ombudsman Service (FOS), South Quay Plaza, 183 Marsh Wall. LONDON E14 9SR**

### The Financial Services Compensation Scheme (FSCS)

As with all firms directly authorised by FSA, Drive Assist is covered by the FSCS. This is the body established to operate and administer the compensation scheme, set up by major insurance companies, to compensate consumers when authorised firms are unable, or likely to be unable, to satisfy claims against them.

Insurance advising and arranging is covered for 100% of the first £2000 and 90% of the remainder of the claim without any upper limit.



## Treating Customers Fairly Drive Assist's Policy

At Drive Assist we pride ourselves on being able to help minimise the inconvenience we all suffer through losing the use of our cars, as a result of somebody else's negligence.

Our aim to be the best is set out in our mission statement:

**“Determined to be the leading supplier of short term replacement vehicles, by providing an unrivalled quality of customer service in accident advice and support.”**

These words reflect the culture and philosophy that is central to our activity. We recognise, however, that to fulfill this objective we must:

- ✓ Invest in the training and development of our staff to ensure they are competent and focused on the importance of treating every customer fairly.
- ✓ Monitor calls and activity to ensure every case is treated consistently, and that any advice given is in the customer's best interests.
- ✓ Continually assess the services we provide to ensure we can meet changing requirements.
- ✓ Provide documentation to clearly and, unambiguously, explain how our service works.
- ✓ Empower our staff to ensure any concerns raised by a customer are immediately addressed.

We constantly monitor our ability to achieve these standards through:

- ✓ Regular written assessments of individual performance.
- ✓ Benchmarking performance against a set of quality standards.
- ✓ Internal and external audits.
- ✓ Customer satisfaction surveys.

## General Information Disclosure

Drive Assist (UK) Ltd. is regulated by the Ministry of Justice in respect of regulated claims management activities and our authorisation number is CMR2428.

The Ministry of Justice (MOJ) is the formal regulator of the Compensation Act 2006 and we are required to provide you with the information below. Please use it to decide if our services are right for you.

### What services do we provide?

We will assess the validity of your potential claim and make an introduction to an appropriate solicitor to pursue your claim. We will initially assess whether you have other ways of pursuing the claim.

### What we will explain to you

Objective information to help you decide whether to make a claim, including

- the risks involved
- the possibility of having to appear in court

### Fees and charges

We make no charge for introductions to solicitors for cases involving Personal Injury claims

### Complaints

Firms regulated by the MOJ must have a documented complaints procedure and a copy of ours will be made available to you in the event you wish to make a complaint.

Should you have a complaint, please put it in writing to:

**The Customer Relations Manager, Tamworth House, Ventura Park Road, Tamworth, Staffs. B78 3HL or ring 01827 319319**

In the unlikely event that a complaint remained unresolved after 8 weeks from the date it was made, you will be offered the opportunity to refer the handling of the complaint to the Claims Management Regulator. Should this happen, we will provide you with the address and contact details.

Drive Assist (UK) Ltd.

## Credit Hire Vehicle Insurance Summary of Cover

<b>INSURER:</b>	Equity Red Star, Library House, New Road Brentwood, Essex, CM14 4GD
<b>POLICYHOLDER:</b>	Drive Assist (UK) Ltd, Tamworth House, Ventura Park Road, Tamworth, Staffs, B78 3LY
<b>COVER:</b>	Comprehensive insurance is provided on the vehicle specified in the Rental Agreement for the period the customer is entitled to use it.
<b>EXCESS:</b>	As agreed with Drive Assist and specified in the Credit Hire agreement.
<b>USE:</b>	<p>The vehicle will not be driven by any person:</p> <ul style="list-style-type: none"> <li>a) Other than the Hirer or the Additional Driver agreed with Drive Assist.</li> <li>b) Who is under the age of 21 or over the age of 78, or who has not held a valid full driving licence for a minimum of 12 months, unless authorisation is given by Drive Assist.</li> <li>c) Who is under the influence of alcohol or any other substance which might impair ability to drive.</li> </ul>
<b>EXCLUSIONS:</b>	<p>The policy provides no cover for:</p> <ul style="list-style-type: none"> <li>a) Personal Effects.</li> <li>b) The carriage of passengers or property for hire or</li> <li>c) Racing, pacemaking, reliability trials, or speed testing.</li> <li>d) Towing any other vehicle or trailer, unless the vehicle supplied is fitted with such towing facilities.</li> </ul>
<b>TERRITORIAL LIMITS:</b>	The vehicle can not be used outside the mainland of the United Kingdom unless written authorisation is given by Drive Assist.
<b>CLAIMS:</b>	Claims under this policy may only be made by the policyholder. If our vehicle is involved in any incident for which a claim may arise you must notify the policyholder immediately at Drive Assist (UK) Ltd, Tamworth House, Ventura Park Road, Bitterscote, Tamworth, Staffs. B78 3LY
<b>COMPLAINTS:</b>	<p>If you have a complaint about any aspect of this insurance, please notify the policyholder at the above address. In the unlikely event that a complaint remains unresolved after 8 weeks from the date it was made, you may be able to refer it to the Financial Ombudsman Service (FOS).</p> <p>The FOS provides a mechanism for resolving disputes which is a simple, informal and accessible alternative to the courts. Their address is The Financial Ombudsman Service (FOS), South Quay Plaza, 183 Marsh Wall. London E14 9SR</p> <p>In the event that the policyholder is unable to meet its liabilities, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS).</p> <p>Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim without any upper limit.</p>

**This represents only a summary of cover of this policy. Full details are contained in the policyholder's Terms and Conditions, or Policy Document.**

## 1. Interpretation

- a. **Lessor:** Drive Assist UK Ltd
- b. **Hirer:** The person, firm, company or organisation by or on behalf of whom this agreement is signed with a view to hiring the vehicle from the lessor
- c. **Additional Driver:** The person specified as such at section 8 overleaf.
- d. **Claim for damages:** All aspects of claim, including pre-litigation stages and court process up to and including trial and any appeal.
- e. **The vehicle:** The vehicle described overleaf or any replacement provided by the Lessor;
- f. **Hire period:** Subject to the overriding limitation in paragraph 27 of these Terms and Condition, the period from the "Date Out" specified overleaf (in box 14) until the redelivery of the vehicle into the physical custody of the lessor.
- g. **Hire charges:** The total charge for the hire of the vehicle to the Hirer calculated in accordance with the method set out overleaf;
- h. **Credit Repair Service:** The service provided by Drive Assist described in paragraph 26 of these Terms and Conditions
- i. **Repairer:** The person, firm, company or organisation who repairs the Hirer's unroadworthy vehicle on the Hirer's instructions
- j. **Repair Charges:** The total amount of the Repairer's invoice relating to repairs to the Hirer's unroadworthy vehicle (including VAT)
- k. **Generally:** Where applicable, the singular includes the plural and the masculine gender includes the feminine and neuter.

## The Agreement

2. The Lessor hereby hires the vehicle to the Hirer for the period and on the Terms and Conditions herein set out which transaction is referred to hereinafter as "the Hire".
3. By virtue of Paragraph 3(1) of the Consumer Credit (Exempt Agreement) Order 1989 this agreement is not Regulated Agreement within the meaning of the Consumer Credit Act 1974.

## The Hirer's Obligations

4. The Hirer will ensure that any Additional Driver will comply with these Terms and Conditions and shall be responsible for any loss arising from any non-compliance as if the breach were his own.
5. At the conclusion of the Hire Period, the Hirer will redeliver the vehicle to the Lessor in a clean condition with all tyres, tools, radio, keys and other accessories in the same condition as when received, ordinary wear and tear excepted, at such place and at such date and time as the Lessor shall direct. The Hirer agrees that until the vehicle is physically in the possession of the Lessor the vehicle remains at the risk of the Hirer for the purposes of paragraph 6 below. Delivery or surrender of the vehicle to a third party (whether or not that third party, for other purposes, acts as an agent for the Lessor) shall not constitute redelivery to the Lessor within the meaning of this clause.
6. The hirer will be liable to the Lessor for all damage to the vehicle including, but not limited to, glass, tyres and accessories, however caused. The Hirer agrees to pay to the Lessor a charge of £125 for any key lost, to cover the cost of replacement and associated administration. In the event that the Hirer puts the wrong grade of fuel into the vehicle the Hirer will be liable for all costs incurred by the Lessor in draining the tank and rectifying any subsequent damage.
7. The Hirer and passengers are forbidden to smoke in the vehicle. Further the Hirer will ensure that the interior of the vehicle is in a clean condition on redelivery. The Hirer agrees to pay to the Lessor a valet charge of £40.00 for interior cleaning in the event of any breach by the Hirer or passengers.
8. The Hirer hereby irrevocably authorises the Lessor to charge to the Hirer's credit/debit card account any amounts falling due:
- in respect of hire charges (subject to clause 19 hereafter)
  - under clauses 6, 7, 11, 12, 13, 14, 15 and 17 hereafter.
9. The Hirer will, at the request of the Lessor, do all required by the Lessor and permit his name to be used by the Lessor, for enforcing any right or remedies against any other parties in connection with the vehicle.
10. The Hirer will immediately inform the Lessor of any fault in the vehicle and will not use the vehicle whilst it is an unroadworthy condition.
11. The Hirer shall be liable for any surcharges incurred as a result of his actions during the period of hire.
12. If the mileage during the whole period of the Hire is equivalent to a usage greater than an average of 200 miles per day the usage in excess shall be charged at 10 pence per mile for the first 50 miles and 30 pence for the remainder.
13. The Hirer shall be liable as if the owner of the vehicle for:
- any parking fines or penalties imposed relating to the Hire
  - any fine or penalty imposed under a fixed penalty notice relating to the Hire (including but not limited to any notice issued pursuant to The Smoke-free (Vehicle Operators and Penalty Notices) Regulations 2007)
  - any traffic congestion charges, fine or penalty imposed relating to the Hire
  - The exercise or waiver of any right of appeal or review in respect of any charge, fine or penalty relating to the Hire is entirely at the discretion of the Lessor and the Hirer agrees to be bound accordingly. The Lessor may (in order to avoid further penalties or otherwise at the Lessor's discretion) pay any such fine or penalty and the Hirer shall be liable to reimburse the Lessor the amount thereof together with an administration fee of £25.00 in respect of each such matter.
14. In the event that the Hirer fails to redeliver the vehicle promptly into the physical custody of the Lessor at the conclusion of the hire period, the Hirer will be liable to pay to the Lessor:
- compensation in a sum equivalent to the Lessor's daily rate for the vehicle for each day thereafter before redelivery by the Hirer or recovery by the Lessor,
  - interest thereon at the rate of 5% per annum above the Barclays Bank base rate for the time being in force from the date of termination until the date of recovery or redelivery.
  - any costs of recovery of the vehicle which the Lessor may incur.
15. The Hirer will ensure that the radio front panel (if the Vehicle is so fitted) is removed and kept safely when the vehicle is unattended. The Hirer indemnifies the Lessor against all and any losses arising from failure to comply with this condition including the cost of and associated with any damage to the Vehicle during the course of any theft or attempted theft of the radio. Provided the radio front panel is returned to the Lessor by the Hirer, the Hirer's liability will be limited to the cost of rectifying the damage to the vehicle, excluding the cost of repairing or replacing the radio unit.
16. The Hirer will ensure that any items of personal property are removed from the Vehicle when it is returned to Drive Assist. Any such items left in the Vehicle will be assumed abandoned and may be destroyed, and Drive Assist accepts no responsibility for any loss or damage arising.
17. The Hirer must produce his driving licence for validation at the commencement of the Hire Period. If he fails to do so the Hirer agrees to pay to the Lessor an administration fee of £10 for telephone enquiries of the DVLA to be made.

## Credit pending recovery of the Hire/Repair Charges from Third Parties

18. Where the hire is consequent upon the Hirer's own vehicle being unroadworthy as a result of a road traffic accident.
- The Lessor shall have the right to nominate a solicitor to pursue a claim for damages on behalf of the Hirer (which may necessitate the commencement of court proceedings) to recover the charges falling due under this agreement together with such other damages as shall arise; the Hirer shall co-operate fully with the solicitor nominated and will attend any court hearing to give evidence or otherwise as required.

- at all times the ultimate obligation to pay the hire charges and (if relevant) the repair charges to the Lessor shall rest upon the Hirer but the Lessor will allow the Hirer credit as to the hire charges and (if relevant) the repair charges, for what is hereinafter referred to as "the credit period" until:
    - such time as a claim for damages in respect of the said accident has been concluded against the party whom the Hirer alleges is liable therefore, or
    - the solicitor appointed by the Lessor advises that the said claim for damages cannot or can no longer proceed, or
    - the expiry of 49 weeks from the date of this agreement,whichever shall first occur.
  - if the hire charges and/or (if relevant) the repair charges remain unpaid for 14 days after the expiry of the credit period, the Hirer shall pay interest on the whole amount due by way of hire charges and/or (if relevant) the repair charges and excess waiver (but not the VAT element) at the rate of 5% above the Barclays Bank base rate for the time being in force;
  - at the termination of the credit period, the Hirer shall immediately and in one installment pay the hire charges and (if relevant) the repair charges and the payment due in respect of excess waiver to the Lessor; the credit period shall terminate immediately if, in the reasonable opinion of the Lessor, the Hirer fails to co-operate as specified in sub-paragraph 18(a) above
19. Except insofar as is provided by paragraph 18, the Hirer will pay to the Lessor on demand all charges due under this agreement together with Value Added Tax at the rate in force at the time of hire.

## Hirer's Insurance

20. If the Hirer indicates overleaf that he wishes to provide his own insurance, the following provision will apply:
- it shall be the Hirer's responsibility to insure the vehicle for the hire period for its full value against loss or damage (including windscreen damage) by accident, fire or theft under a comprehensive policy of insurance with a reputable insurance office;
  - the Hirer shall at the Lessor's request supply full details of the policy to the Lessor and shall instruct the insurers that the Lessor's name shall be endorsed on the policy;
  - the Hirer shall not use the vehicle in contravention of the terms of the policy and shall procure that any compensation under the said insurance is paid directly to the Lessor;
  - if the Hirer shall effect insurance which is not comprehensive or if for any other reason the amount paid by the Hirer's insurers in respect of any claim made shall be less than the loss or damage (whether direct, indirect or consequential) suffered by the Lessor then the Hirer shall pay the difference to the Lessor.

## Accidents

21. **The Hirer and/or any Additional Driver will report at once to the Lessor the occurrence of any and every accident involving the vehicle, no matter how minor, and will complete an Accident Report Form within 24 hours.**
22. Furthermore, the Hirer and/or any Additional Driver will:
- obtain the names and addresses of any other parties and of any witnesses to such an accident;
  - make no admission of liability;
  - immediately deliver to the Lessor any correspondence, Claim Form, notice, proceedings or other documents received in connection with the accident.
  - co-operate fully with the Lessor and the Lessor's and/or Hirer's insurers in the investigation and defence of any claim.

## Use during Hire

23. The vehicle will not be driven during the hire period by any person
- other than the Hirer or any Additional Driver;
  - who is under the age of 21 or over the age of 70 or who has not held a valid full driving licence for a minimum period of 12 months without the express consent of the Lessor;
  - who is under the influence of alcohol or any other substance which might impair ability to drive;
  - in a manner which would render void the policy or other contract of insurance, in contravention of any applicable Road Traffic legislation or of the Construction and Use Regulations for the time being in force.
24. The vehicle will not be used during the period of hire:
- for the carriage of passengers or property for hire or reward;
  - for racing, pacemaking, reliability trials or speed testing;
  - to propel or tow any other vehicle or trailer unless the hire vehicle is supplied with such towing facilities;
  - in violation of the provisions of any act, order or regulation affecting the use, loading, or condition of the vehicle or for any illegal purpose;
  - outside the mainland of the United Kingdom without the express agreement in writing of the Lessor.

## Termination

25. The hire of the vehicle may be terminated:
- by agreement between the Lessor and the Hirer;
  - by the Lessor - on 24 hours notice of termination to the Hirer, which may be verbal or in writing, to the Hirer's address
  - by the Hirer on 24 hours notice of termination to the Lessor AND upon re-delivery of the vehicle to the Lessor.

## Credit Repair Service

26. If the Hirer indicates overleaf that he wishes to apply for the Credit Repair Service and Drive Assist accepts the Hirer's application:
- Drive Assist will make arrangements with the Repairer with the effect that
    - the Hirer's unroadworthy vehicle is repaired as soon as possible and;
    - the Hirer will have to pay the repair charge to Drive Assist (not the Repairer).
  - The Hirer, if the Hirer has not already done so, will enter into a contract with the Repairer for the repair of the Hirer's vehicle.

## Limitation and Exclusion

27. The period of hire shall not under any circumstances exceed 87 days.
28. The Lessor shall not and shall not be taken to waive any of its rights under these Terms and condition except by a notice in writing signed by its duly authorised representative.
29. The Lessor will not be liable for delay and/or any consequential loss arising out of breakdown or any other reason.
30. If the vehicle shall become unroadworthy for any reason whatsoever, the Lessor shall have the right in its absolute discretion to replace the vehicle with an alternative vehicle of similar capacity and performance but if no such alternative vehicle is available or if the Lessor declines to provide an alternative vehicle, there shall be credited to the Hirer such portion of the hire charges paid by him/her as represents the unexpired portion of the hire period, but the Hirer shall have no other claim of any kind whatsoever against the Lessor.
31. The Lessor gives no warranty in relation to the condition of the vehicle beyond those implied by law and to the extent permissible by law excludes liability for any indirect or consequential loss to the Hirer, Additional Driver or third parties arising out of breakdown or any other reason. Nothing in this agreement shall restrict the Lessor's liability for death, personal injury or damage to property to the extent that it is attributable to the negligence of the Lessor or its employees acting in the course of their employment.

## General

32. Where a person on behalf of the hirer has signed this agreement, it warrants that he is authorised to sign for the Hirer and is jointly and severally liable with the Hirer under this agreement.
33. This agreement incorporates the Drive Assist Group Privacy Policy, which is available at [www.driveassist.co.uk](http://www.driveassist.co.uk). If the name and driving licence number of an additional driver have been provided by the Hirer, the Hirer confirms to the Lessor that they have received consent of the additional driver to the provision of such information to the Lessor.
34. This agreement shall be governed and construed in accordance with the laws of England and Wales.