

Hire Terms and Conditions

Definitions:-

For the purpose of this Hire Agreement Brittle Motor Group, Ludo and all their trading divisions are referred to as the "Lessor/Owner".

The "Hirer" means the person, company or organisation by or on behalf of whom this agreement is signed.

"Authorised Driver" means the driver(s) additional to the Hirer, approved as specified overleaf.

All Hires are subject to the Terms & Conditions of the Lessor's/Owner's Vehicle Hire Agreement (i.e. that of Brittle Motor Group Limited and all trading divisions within including Ludo and their associated trading styles) which will be provided to the Hirer prior to the hire period.

1 The contract of hire is conditional on:

(a) the acceptance by the insurers of the Hirer for insurance and

(b) the correctness of statements made by the Hirer on the Hire Agreement. If any incorrect or untrue statements shall be made therein whereby the insurance is liable to be invalidated, the contract shall be void except that the Hirer shall indemnify the Lessor/Owner from and against loss or damage to the Vehicle, and all actions, claims and liability for which the Lessor/Owner may be responsible and shall cause the Vehicle to be returned to the Lessor's/Owner's premises in as good state of repair as it was when issued to the Hirer and shall pay the agreed rate of hire until it shall be so returned.

(c) The Hirer being over the age of 25/30 and under the age of 65 years (all high performance cars are 30 years and above). Certain endorsements, occupations (eg. professional, entertainment or sport, foreign service personnel), nationalities, and more than one fault accident claim during the past 5 years may effect the insurance terms. Please check first. The Hirer must be in a physical condition so as to be reasonably considered capable of driving a performance car safely.

(d) the Hirer NOT being under the influence of alcohol, drugs, or any substance, which may impair their ability.

2 The Hirer is responsible for hire charges from the time the Vehicle leaves the Lessor's/Owner's operational office/showroom until the Vehicle returns. Charges will be debited from the security/damage deposit. All damage deposits are authorised from a credit card. Most credit cards are welcome. All hire charges and security/damage deposits are required in advance of the Vehicle leaving the garage.

3 The Hirer must sign the Lessor's/Owner's Hire Agreement. No booking is binding on the Lessor/Owner until the Lessor's/Owner's Hire Agreement is completed and signed by the Hirer and accepted on behalf of the Lessor/Owner when the total amount of hire charge is paid as confirmation of a booking. This fee will be non-refundable in the event of cancellation regardless of reason. Money paid on a Contract cannot be transferred to any other Vehicle on any other date unless agreed by the Lessor/Owner in advance.

(a) If at any time prior to departure of the Vehicle, there shall come to the knowledge of the Lessor/Owner any information, which in its opinion render the contract prejudicial to the interest of the Lessor/Owner, then the Lessor/Owner shall have the right to cancel the contract forthwith.

(b) Failure to collect a Vehicle, or contact the Lessor/Owner within two hours of the specified date and time of collection, will result in the Vehicle becoming available to other clients.

(c) All car hires are limited to 100 miles per day (8 hours). Daily hires commence at 9 am and terminate at 5 pm the same day. Exceptions include 24 hour hires, multiple day hires, weekend (72 hour/3 day) hires and week (7 day) hires. All Vehicles must be returned to the office from which they were hired unless agreed differently by prior arrangement by the Lessor/Owner.

4 The Hirer and any Authorised Driver intending to drive the Vehicle must sign the Hire Agreement or any supplementary agreement appertaining thereto. The Hirer will ensure that any Authorised Driver will comply with all conditions of this agreement.

5 All drivers must produce a current British Driving Licence (both parts); held for a minimum of 5 years. A current licence must be produced before commencement of hire.

6 For each hour or part thereof by which a Vehicle is retained by the Hirer after the termination of hire an additional charge of £100 shall be due PROVIDED ALWAYS that where a Vehicle is retained by the Hirer after the termination of hire for the day then in addition to the hourly charge of £100 a further charge of one complete day's hire charge shall also be due for each period of twenty-four hours or part thereof during which the Vehicle is so retained unless originally hired on an hourly rate where the full hourly rate will be applicable. Should the Vehicle not be returned by the Hirer in accordance with the conditions of hire, the Lessor/Owner reserves the right to take whatever steps they consider necessary to regain possession thereof and the deposit will be retained and applied towards making good any loss or expenses incurred by the Lessor/Owner.

7 Hirer's liability is restricted to the damage deposit of any insurance claim, referred to in the hiring schedule as an excess. Excluded Hires can sometimes be accepted subject to permission from the insurance Lessor/Owner in which case there would be a special liability. The definition of an excluded Hirer is at the discretion of the Lessor/Owner in accordance with the authority vested on them by the insurers.

In the event of a fault accident, a separate claim may be made against the Hirer for loss of use, this will be restricted to the loss of 3-day weekend hires as opposed to full weekly hires, whilst all repairs are being carried out.

8 All damage, not considered by the Lessor/Owner to be fair wear and tear will be the Hirer's responsibility.

(a) any damage caused whilst the vehicle is left unattended, will be the Hirer's responsibility.

(b) Unexpired hire, resulting from an accident or theft cannot be refunded, or hire transferred to another Vehicle unless the repair is executed before the expiry of the hire.

9 Subject to the conditions 6 and 7, the Lessor/Owner shall reimburse the Hirer the cost of repairs arising from mechanical failure not due to any act or default of the Hirer on production of a receipted account made out correctly to the Lessor/Owner.

10 Every endeavour is made by the Lessor/Owner to keep its Vehicles in a serviceable condition, but the Lessor does not warrant that any vehicle is in such condition and will accept no responsibility for loss, damage or injury sustained as a result of a breakdown. The Hirer, however, shall be entitled to the benefit of all monies paid to the Lessor/Owner under its insurance policy so far as they relate to any such loss, damage or injury suffered by the Hirer.

11 The Hirer undertakes to return the Vehicle in a clean condition with all tyres, tools, radio and other accessories in the same condition as when received, ordinary wear and tear accepted, to the place and on the date set down in the Hire Agreement.

12 The Lessor/Owner shall not be liable for any delay or other failure to perform the whole or any part of the Hire Agreement resulting from any cause whatsoever beyond the Lessor's/Owner's control existing at the date of the Hire Agreement or arising thereafter including but not limited to fire, explosion, breakdown or failure of plant or machinery, lack or failure of transportation facilities, supply of labour, materials, power or supplies, strike, lockout or labour dispute (whether or not at the Lessor's/Owner's operational office or showroom), illness, epidemic, flood, drought, war, civil commotion, or restriction of any authority or governmental agency and the time for performance shall be extended by the period of any such delay.

13 A recovery service is available for all Vehicles. Please consult the Lessor/Owner prior to commencement of hire.

14 All Vehicles are covered by fully comprehensive insurance cover as defined in the specimen policy, which is available for inspection on request.

15 All accidents must be reported to the Lessor/Owner within 2 hours of knowledge of any incident. The Hirer shall not accept liability for any accident at the scene.

16 Any notice to be given under the Hire Agreement shall be in writing and if sent by fax or forwarded by first class prepaid letter post to the receiving party at its business address as last notified in writing to the other party shall be deemed to have been given on the date of the fax (if receipt is confirmed in writing) or 2 working days (or 7 working days in the case of Hirers outside the United Kingdom) following the date of posting.

17 The Vehicle may not be taken out of mainland Great Britain without the consent in writing of the Lessor/Owner.

18 The Hirer shall be liable as owner of the Vehicle in respect of:

(a) any of the following offences which may be committed with respect to that Vehicle when it is stationary and when a fixed penalty notice is issued being on the road during the hours of darkness without the lights or reflectors required by law; waiting, or being left or parked or being loaded or unloaded, 'in the road, being used or kept on a public road within the meaning of the Vehicles (Excise) Act 1971 without a licence under that Act being exhibited on the Vehicle in the manner prescribed under that Act; and the non-payment of the charge made at a street parking place; and

(b) any excess charge which may be incurred in pursuance of an order Sections 35 and 36 of the Road Traffic Regulations Act 1967 (provisions on highways of parking places where charges are made).

(c) any speeding fines

Additional Terms and Conditions

1) Insurance

(a) Fully Comprehensive Insurance is included for the Hirer/Insured Driver ONLY. All drivers are subject to approval by the Insurance Company. Other drivers are not allowed to drive the Vehicle under any circumstances. Additional driver insurance may be available on request subject to agreement. Vehicles must remain within mainland Great Britain or the insurance is void, unless consent is given prior to the hire commencing by the Lessor/Owner. Such consent must be given in writing.

(b) The Hirer may use the Vehicle for the purpose of their business and for social domestic and pleasure purposes. The Vehicle may not be used for any purposes for which they are not expressly designed. Further, the Hirer will not use or permit the Vehicle to be used for hire, driving tuition, towing, racing or pace-making, or for competing in any rally, or any other form of motor sport, track days, or for any illegal purpose whatsoever.

(c) Breakdown cover is included. This is usually provided under any manufacturer's warranty.

(d) The Hirer may arrange their own insurance. This will be subject to approval by the Lessor/Owner. Such insurance shall be arranged for the full duration of the hire as long as the Hirer can prove that the insurance is valid and the Hire Agreement is signed correctly, acknowledging "Own Insurance". The Lessor/Owner has to agree on the amount of cover arranged, the type of policy and the chosen insurer. No hire Vehicle shall be driven until such time as the Hirer has produced satisfactory evidence of the insurance cover irrespective of any payment that has been made. It may be necessary for the Hirer to insure the Vehicle for business use as well as social, domestic and pleasure with "Own Insurance".

(e) The Lessor/Owner must be satisfied with the insurance cover and the policy conditions (when self insured) and the Hirer must not change them under any circumstances.

(f) When self insured, the Insurer must have the Lessor/Owner named as owners of the Vehicle. If the Vehicle is ever damaged or stolen the Hirer must permit the Lessor/Owner to negotiate with the Insurers about whether the Vehicle can be repaired and/or what compensation is due to the Lessor/Owner.

(g) The Hirer is financially responsible for settling the full claim and paying the costs if the policy (when self insured) fails and the Vehicle is lost, damaged or stolen, or a claim is made by any other party.

2) Driver Information/Identification

(a) Aged between 25/30 - 65 years. (All high performance cars are 30 years and above).

(b) Driver must have held a Full British driving licence for minimum of 5 years.

(c) Driving Offences - maximum of 6 points. No convictions for drink/drug driving, dangerous/careless driving within past 10 years.

(d) Passport; 2 utility bills not including telephone bills (last 3 months) & current driving licence (both parts) required for verification of identity prior to vehicle hire.

3) Hire Times/Mileage Allowance

(a) Each 8 hours hire includes 100 miles

(b) Each 24 hours (one day) hire includes 150 miles

(c) Each Long Weekend hire (72 hours/3 days) includes 400 miles

(d) Each 5-day week hire includes 400 miles

(e) Each 7-day week hire includes 800 miles

(f) Additional mileage cost is charged per mile over the inclusive miles above. Please refer to the rate card to show each individual vehicle for exact costs.

(g) Return of the Vehicle outside of the hire hours as shown on the Hire Agreement will incur additional charges. If you wish to extend the agreement you must contact the Lessor/Owner within 4 hours of the final hire hour and it will only be subject to availability and approval from the Lessor/Owner. Failure to do so will result in the withdrawal of all insurance cover.

4) Payment/Deposit/Excess

(a) All hire prices and charges shown on the rate card are exclusive of VAT, delivery and collection.

(b) A non-refundable booking fee equal to a minimum 20% of the full hire cost is payable upon completion of the Booking Form. The balance of the hire costs must be paid for in full before use of the Vehicle in the form of cleared funds.

(c) All hire charges must be fully paid for 7 days prior to the actual hire.

(d) A security/damage deposit is required per Vehicle hire. Payment must be made by credit card or cash.

(e) We reserve the right to increase the security/damage deposit prior to hire of the Vehicle, subject to notification.

(f) The security/damage deposit is used as:

(i) A security bond.

(ii) For payments towards any mechanical or cosmetic damage which is not covered by the insurance. e.g. tyres, wheels, clutch, gearbox, body panels etc which was sustained during the hire period due to misuse and abuse, excluding normal wear and tear.

(iii) Insurance Excess against any accidental damage, loss or theft caused to the Vehicle by the Hirer or a third party.

(iv) Any additional charges incurred during the hire period. e.g. excess mileage, petrol reimbursement costs, parking charges, speeding fines, etc.

5) Cancellation/charges

The Booking is not valid until confirmed by the Lessor/Owner. The following charges apply for cancellation by the Hirer:

(a) Less than 7 days: 100% of hire charges & booking fee.

(b) 7 - 14 days: 75% of hire charges & booking fee.

(c) 15 - 28 days: 50% of hire charges & booking fee.

(d) The 20% booking fee is non-refundable.

(e) Should a reservation be moved (subject to availability and approval from the Lessor/Owner) to an alternative date within 28 days of the hire, there will be a 20% additional surcharge.

6) Your Responsibilities

It is the Hirer's responsibility to:-

(a) ensure the Vehicle (and it's keys) are locked after during the hire period. It must always be locked when not in use or left unattended;

(b) ensure any security device must be used correctly;

(c) ensure that the Hirer takes reasonable care to protect the Vehicle against bad weather which could potentially cause damage;

(d) make sure that the correct type and grade of fuel is used (all high performance Vehicles are to use premium unleaded fuel);

(e) ensure against damage to the Vehicle caused by hitting low-level objects such as bridges or low branches or road obstacles including speed humps;

(f) ensure not to sell, hire or dispose of the Vehicle or any of its parts/accessories. The Hirer must not give anyone any legal rights over the Vehicle;

(g) ensure that no one is allowed to carry out any maintenance or repair of the Vehicle without the Lessor's/Owner's written permission;

(h) ensure that the Lessor/Owner is informed immediately of any fault occurring with the Vehicle;

(i) ensure that the Vehicle is returned to schedule at the agreed place of return. The Vehicle will then be checked that it's condition is good. The Hirer will be responsible for the Vehicle and its condition until it has been officially inspected by the Lessor/Owner;

(j) ensure that no personal belongings are left in the Vehicle;

(k) ensure that no unauthorised person(s) is/are allowed to drive the Vehicle;

7) General

(a) All Vehicles are subject to availability and may be subject to change without prior notice. Whilst every endeavor will be made to supply the make and type of Vehicle, the Lessor/Owner cannot bind itself to do so, as circumstances beyond its control may prevent this. Images shown are intended as a guide only. Actual Vehicle colour and/or specifications may vary subject to availability. Whilst every endeavor will be made to supply the make and type of Vehicle, the Lessor/Owner cannot bind itself to do so, as circumstances beyond its control may prevent this.

(b) All prices are subject to change without prior notification.

(c) Hiring/driving may be postponed in extreme weather conditions (e.g. strong winds, snow, ice or flooding, etc.) which could potentially make the Vehicles dangerous. Please contact the Lessor/Owner for confirmation if relevant.

(d) Liability is limited to a refund of the hire charge. No consequential loss liability will be covered.

(e) Smoking - Smoking is strictly not permitted in any of the Vehicles. Any smoking will incur a minimum charge of £500 excluding VAT

(f) Cigarette Burns - Any cigarette burns will incur a minimum charge of £1000 excluding VAT.

(g) General Interior Condition - If the company deems the interior of the Vehicle unacceptable in condition/cleanliness there will be a minimum charge of £500 excluding VAT.

(h) Damaged Alloy Wheels - Any alloys which have been damaged will be charged a minimum of £500 excluding VAT per alloy to repair or replace.

(i) Loss of Keys/Security Devices - Any losses will incur a minimum charge of £500 excluding VAT.

(j) Fuel - On return of the Vehicle the tank must be full - it will be supplied full upon collection. Failure to do so will incur a minimum charge of £100 excluding VAT.

This agreement does not affect your statutory rights as a consumer. If you are a consumer any Vehicles we supply must be of satisfactory quality, be fit for their purpose, and any service we provide must be carried out to a reasonable standard.



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