

CROSS CHANNEL SPORTS CARS – TERMS & CONDITIONS

DEFINITIONS

"Hirer" - the Principal Driver

"Owner" – Cross Channel Sports Cars

When the Hirer makes a booking by phone or other means, the Hirer agrees he/she has first seen these Terms & Conditions and is bound by them.

BOOKING

The Booking Form must be completed, signed and returned and a non-refundable deposit of 25% must be paid to secure the reservation. The balance is payable in full 30 days prior to collection of the vehicle.

HIRE AGREEMENT

The Hire Agreement must be signed by the Hirer at the point of delivery, or collection of the vehicle. By signing the Hire Agreement on the day, the Hirer accepts responsibility for the personal information provided. Additionally by providing your credit card details you authorise the Owner to obtain a pre-authorisation code for the Insurance Excess & Damages Deposit and to debit your card any charges or surcharges if necessary.

The following **original** items are required from the Hirer at the point of delivery, or collection of the vehicle:

1. **Driving Licence** (both parts where applicable).
2. **Passport**
3. **Recent Utility Bill** (no more than 3 months old).
4. **Valid Credit Card** (in name and address of Hirer with sufficient funds available for Insurance Excess & Damages Deposit pre-authorisation of €2000 Euros).

The address on the documents must be registered to the same address as that of the cardholder making the booking. The car cannot be released until originals of all the documents have been seen by the Owner when you collect the car and copies will be required 30 days in advance. For security and insurance reasons the Hirer must consent to a photograph with the vehicle on collection. If you fail to disclose a relevant fact or violate our insurance policy terms, you agree to forfeit your Insurance Excess & Damages Deposit and indemnify us for any loss not covered as a result.

INSURANCE EXCESS & DAMAGES DEPOSIT

When the Hirer collects the vehicle they must supply a valid credit card (in the name and address of the Hirer) from which a €2000 Insurance Excess & Damages Deposit amount will be pre-authorised. This payment covers our insurance excess and will not be processed unless loss or damage occurs, or any additional charges arise during the hire period (See Additional Charges).

ADDITIONAL CHARGES

With the exception of normal wear and tear, the Hirer will be charged for any mechanical damage, which is not covered by our insurers e.g. clutch, gearbox, wheels and tyre damage, sustained during the period of hire due to misuse and abuse. The Hirer is responsible for all costs arising from damage caused to the vehicle's undercarriage and exposed components, caused by the condition of the public highway, private car parks and driveways, ramps, speed-bumps, kerbs, potholes and other hazards. The Hirer is responsible for all costs arising from damage caused by failure to assess the height of the vehicle and striking overhead objects. The Hirer is responsible for all costs arising from: lost car keys, refuelling, use of incorrect fuel, late return of hire vehicle, recovery costs if vehicle not returned to the specified location detailed in the agreement.

SPEEDING FINES/ PARKING TICKETS ETC

Under the Highway Code, as the hirer of the vehicle, you are financially responsible for not respecting the Highway Code, and must pay, on time all fines that you are liable for during the hire of the vehicle. Failure to do so will result in the owner communicating your details to the Police who will then send you a notice of an increased fine. In all cases, the Owner will bill you a standing charge for each fine of 35€ to cover their administration charges.

ADDITIONAL DRIVER

One additional driver can be added for an additional charge, providing they meet all insurance criteria (see tariff).

INSURANCE

All vehicles are supplied with fully comprehensive insurance for the principal driver (and additional driver). However such insurance is subject to the following:

1. All Drivers must be a minimum age of 25 years and no older than 75 years.
2. Have held a full driving licence (Manual Gearbox) from an EEC member state for at least 3 years or other international licence valid in France.
3. Licences showing endorsements (points) during the five years prior to the hire period, will be considered on an individual basis and must be notified to the Owner at the time of booking. If you hold a French "white" licence or a restricted licence, or the paper declaration of the theft or loss of your licence, you will not be authorised to rent a vehicle. You certify on your honour that your licence is valid and has not been suspended, restricted or cancelled.
4. The Hirer must not have a mental or physical defect or infirmity that affects their ability to drive an unadapted vehicle (if in doubt please ask).
5. The Owner reserves the right to cancel the Hire Agreement if the Hirer does not meet our insurance requirements at any time or if the information supplied is incorrect or cannot be verified. In such instances we will refund the hire cost in line with our cancellation policy and subject to a discretionary cancellation fee.
6. The insurance excess applies throughout the period of the Hire Agreement.

LIABILITY

The Owner's liability is limited to a refund of the hire charge only. No consequential loss liability will be covered, or for personal items left in the hire vehicle or personal cars or items left at the Owners premises or for cancelled travel and accommodation costs.

BREAKDOWN COVER

24hr breakdown cover is provided within France.

CONDITION OF VEHICLE

The Hirer is required (in conjunction with the Owner) to complete and sign a Vehicle Condition Report confirming the condition of bodywork, paint, folding roof, wheels, tyres, interior and upholstery, prior to taking the vehicle. On return of the vehicle at the end of the hire period, the condition of the vehicle will be re-inspected by the Owner. The Hirer will be liable for all repair costs for any damage incurred during the hire period.

HIRE PERIOD

Car collection (pick-up) is from 8.30am and the car return (drop-off) must be before 6pm. Alternative times can be arranged subject to prior agreement. The vehicle hire period is as shown in the Hire Agreement and cannot be extended without prior permission from the Owner. The Owner may agree to extend the hire period, but the hire period may never be more than 30 days. Failure to return the vehicle at the end of the agreed hire period will result in the Hirer being charged at the standard 24 hourly rate for every period of 24 hours or part thereof, until the return of the vehicle. The vehicle must be returned to the location detailed in the Hire Agreement.

DELIVERY SERVICE

A delivery service is available, where the car can be delivered to the airport, hotel or holiday accommodation (prices on application).

KILOMETRE RESTRICTION

The distance travelled should not exceed the kilometres per day as specified on the tariff for the type of car. The excess kilometres surcharge is as per the current published tariff.

CONDITIONS OF USE

For the total duration of the Hire Agreement the Hirer has full responsibility for the vehicle be it on the road or whilst parked and agrees to abide by the following:

1. The vehicle may not be taken or driven out of France.
2. Only authorised Drivers detailed in the Hire Agreement are allowed to drive the vehicle.
3. Not to drive under the influence of alcohol, narcotics or other substances which could modify the reflexes necessary to drive.
4. The Hirer must always lock the vehicle and protect the vehicle from bad weather by using the folding hood and side screens.
5. Avoid damage caused by hitting low-level objects such as low branches, barriers, speed bumps or kerbs.
6. Only drive the vehicle on suitable roads open to the circulation and not on any surface which presents a risk to tyres, suspension or under-carriage of the vehicle.
7. Not to participate in any rally, test, track activity, nor any competition of any nature.
8. Not to use the vehicle to give driving lessons.
9. Must not sell, rent or dispose of the vehicle or any of its parts. Must not give anyone any legal rights over the vehicle.
10. Not to use the vehicle to illicit or immoral ends, nor in any manner not prescribed by the constructor.
11. Not to use the vehicle to push, pull or tract another vehicle.
12. Not to load the vehicle beyond the manufacturer's maximum weight recommendations and make sure that the load is secured safely (including suitcases or any object on the rear luggage rack).
13. Must not transport persons or merchandise for payment or profit.
14. Must not let anyone work on the vehicle without the Owner's permission.
15. Must let the Owner know immediately you become aware of a fault with the vehicle.
16. The hirer will remain vigilant to any warning gauges and lights on the dashboard and shall take all measures necessary where appropriate.

MAINTENANCE & CARE

For hire periods of longer than 5 days it is the responsibility of the Hirer to check the vehicle has the correct amount of engine oil and coolant, as well as to control the correct tyre pressures. This will be covered in the vehicle hand-over briefing. The Hirer will be liable for the cost of repair if the engine should be damaged through lack of oil or coolant. Hirers must not smoke or carry pets in the car. Cleaning charges will apply if the car is found in a poor state of cleanliness on return.

PERSONAL PROPERTY

Personal articles and items left in the vehicle as well as luggage carried on the vehicle are not covered by the Owners insurance.

TOWING

The Hirer or any other authorised driver must not use the vehicle for towing and must not be towed unless permission is granted by the Owner, not even if due to a mechanical breakdown.

FUEL

The vehicle is supplied with a full tank of unleaded fuel, it is the Hirer's responsibility to return the vehicle at the end of the hire period with a full tank of unleaded fuel, otherwise a charge will be made for refuelling plus an administration charge.

MATERIALS SUPPLIED TO THE HIRER

All keys, security locks, maps, tour guides, spare parts, tools, safety equipment and all other materials supplied with the car, should be returned at the end of the hire period. If any items are missing or damaged, the costs of replacing or repairing those items will be charged to the Hirer.

SUITCASES & HAMPERS

Suitcases and picnic hampers can be booked in advance or hired at anytime during the hire period. If booked in advance, payment at the current tariff is added to the total booking amount, or paid in full if hired during the vehicle hire period. On return of the vehicle the suitcases/hampers should be returned in good serviceable condition (except normal wear and tear). In the case of non-return or unusual damage, the Hirer will be charged the cost of replacement of the goods. This sum will be debited from the Insurance Excess & Damages Deposit.

IN THE EVENT OF AN ACCIDENT OR THEFT

In the event of an accident the Hirer must not admit responsibility. The Hirer must obtain the names and addresses of everyone involved including witnesses, make the vehicle secure, inform the police immediately if anyone is injured or there is any disagreement over who is responsible. Use a mobile phone camera to photograph any relevant evidence. The Hirer must call the Owner immediately and then complete the Accident Report Form and send to the Owner within 24hrs. If the vehicle is stolen, report the theft to the Owner and to the police immediately to obtain a crime reference number.

Damage to the vehicle that in the Owners sole opinion prevents its continued use, constitutes early termination of the Hire Agreement. There will be no refund for unused days of hire and the Owners liability will be limited to the benefits provided under the 24hr Breakdown cover.

The Owners insurance is not valid if the vehicle is stolen whilst the keys are inside it (or the keys cannot be produced by the hirer following the theft of the vehicle) and in this instance the Hirers liability is not limited to the Excess & Damages Deposit, but to the replacement cost of the vehicle.

DISCLOSURE

If requested we are obliged to disclose all Drivers details to local police.

CANCELLATION

If the Hirer cancels within 29 to 15 days of the hire date, then the Hirer is liable for a refund of 50% of the full hire charge. If the Hirer cancels within 14 days of the hire date, then the Hirer is liable for the full hire charge.

The Owner reserves the right to cancel a hire booking at or before the start time should the weather conditions in the Owners sole opinion, present a risk to your safety and/or the safekeeping of the car. The Hirer may then choose to either rearrange the hire date or receive a full refund of monies paid.

If for reasons outside of the Owners control the vehicle booked for hire is not available, e.g. following theft, fire, accident or mechanical failure, the Owner reserves the right to replace the vehicle with another of the same make and model, or if unable to do this, to propose an alternative vehicle or alternative hire dates. In the case of a substitute vehicle the Hirer will be offered a refund of the difference in hire costs should the replacement vehicle be of an inferior category.

In the event of an alternative vehicle being unavailable, the Owners responsibility is limited to return of all payments made by the Hirer to date.

These Terms & Conditions are subject to French Law. The Owner reserves the right to change the Terms & Conditions from time to time. The Hirer can obtain the latest version online from www.ccsportscars.co.uk or by emailing the Owner.