

Below is a list of the terms and conditions of hire, which is linked to the hire agreement. By signing the hire agreement (physical or digital), you also agree that you have read, understood, and accept the terms below. If you do not understand anything you need to ask before signing the hire agreement or making a booking.

### **Deposit**

To secure and confirm your booking we require 50% of the total hire fee or £500 as a deposit, whichever is greater. Once this is received via BACS transfer then the booking is secure. Deposits are refundable up to 14 days prior to a hire. Any closer to the date and the deposit is non-refundable.

#### **Payment**

Full cleared funds must be received in advance of the start of the hire period, which in turn activates the insurance for the hire.

Our primary payment method is BACS as this is clear and traceable.

We must receive cleared funds in our account before the vehicle is released for the hire. Do consider the time banks take to transfer a BACS. If you are making an international payment, please allow at least a week for the process to complete and make sure that full payment and transfer fees are covered.

We cannot accept cash bookings, as the insurance policy requires a traceable payment for bookings.

#### **Hire Times**

Vehicles can be picked from 9am on the first day of booking. This is negotiable as every client has different needs.

All hires need to be returned by 8am of the return date as agreed on the booking form and invoice. Please contact us as soon as possible if your pick up or return time is changing to the pre-agreed as this could impact other hires.

Late returns will incur additional hire charges as follows:

50% of the day rate if returned after 9am and before 11am of the return day

A full day hire if returned after 11am of the return day.

This is because the hire rates are charged by the day and half day. So, if the vehicle is late back this is classed as an extension to the hire.

Early returns do not activate a partial refund or credit.



Hires are calculated on a day and half day rate.

# **Example:**

Pickup at 9am on day 1, return the next day before 8am = 1 day hire Pickup at 9am on day 1, return the next day at 11am = 1.5 day hire day hire Pickup at 9am on day 1, return the next day at 11:01am = 2 day hire day hire

### Cancellation

If you cancel your booking, we operate the following refund policy:

100% of your hire fee returned with 14+ days before hire date. 13 days or less and the deposit is non-refundable but the remainder is.

If the hire is cancelled within 7 days of the hire starting this is non-refundable.

### **Expectations**

It is expected that the van is returned in a condition to which it was hired with fuel and Ad-Blue returned at the same levels. Free from rubbish, stains, and damage. Additional charges will occur if these expectations are not met.

# **Insurance and Driver's Eligibility**

Prior to the commencement of any hire, we will need to inspect the license of all drivers intending to use the vehicle. Drivers must meet the following criteria to be covered under our self-drive hire policy:

- Drivers must be the age of 25 or over and under 75
- Have held a full UK/EU license for a minimum of two years.
- Have not had their license suspended for any period within the last 3 years
- Have not been involved in more than one fault incident within the last 3 years
- Have no more than two convictions with a maximum of 3 points per conviction.
- Has not obtained a BA, DD or UT conviction

It is unlikely we can insure you if you have more than 6 points. Drivers aged 23-25 with a minimum of two years driving experience are subject to assessment by the insurance provider on a case-by-case basis.

Fully comprehensive insurance for the UK is included in the hire fee. Should you be travelling in the EU, we require the hirer to stipulate the exact locations of the route so the appropriate insurance risk can be carried out and the price adjusted accordingly.



Our insurance will not cover theft or damage to hirer's personal belongings or electronic/musical equipment. All items left and/or stored overnight in the vehicle are left at the hirer's own risk. We are not responsible for any loss or damage to the hirer's belongings or equipment at any point, either before, during or after the hire period. You should have your own insurance to cover such things.

A copy of our insurance documents is provided with the vehicle.

Your hire includes up to two drivers on the insurance. If you wish to have additional people or to swap drivers after the initial two have been provided this will incur a £25 fee per additional driver.

### **European Insurance and travel**

We are able to provide vehicles for European touring. The insurance cost is a little higher so there is a charge of £10 plus VAT for every day the vehicle is in Europe. This covers our costs in providing this.

A European hire does include the equipment required such as high vis jackets, triangle and breathalysers. It is also the hirers responsibility to check these on checkout. Should items be missing the costs will be invoiced to the hirer.

#### **Liability**

Neon Street regularly maintains and services all vehicles including checking fluids and equipment before all hires. However, Neon Street cannot accept any liability for any losses suffered by the hirer as a result of breakdown or any mechanical fault, including as a result of not being able to honour any contractual obligations during the hire period.

It is the responsibility of the hirer to have appropriate tour insurance in place for their own loss protection.

It is also the responsibility of the hirer to check all fluids (oil, water etc) and tyres daily during the hire to prevent damage to the vehicle. The hirer will be liable for any damage which is determined by inspection by an independent or dealer garage.

The hirer understands that a vehicle capacity is measured by weight and not volume of what can be fitted in the vehicle and has the complete responsibility for the weight in the vehicle at all times and agrees and not to overload the vehicle beyond the Gross Vehicle weight (GVW) of 3.5ton so as to make it unsafe, illegal or damage the vehicle.



The hirer is responsible for all speeding, parking fines, charges and toll fees incurred during the hire period. Additionally, any fines incurred during the hire period resulting in non-payment of said charges and fines. The hirer is also responsible for any road tolls and taxes, which are required outside of the UK for example in Switzerland, Slovenia and Austria. We reserve the right to charge an administration fee of £35 + VAT per fine/charge to deal with any fines, penalties, or charges to cover our costs of dealing with these.

### Driver/Hirer liability for damage

When the hirer of the vehicle is different from the driver it is up to the driver and hirer to discuss prior to the hire, who is liable for any damage incurred during the hire. Neon Street Limited will charge the hirer (Whoever is invoiced) for any damage caused regardless of your agreement. The driver is still responsible for abiding by all UK and European road laws and Neon Street will pass on the hirer and drivers details to the appropriate authorities when requested.

### Identification

We require:

- Copy of card license or counterpart if driver does not have card (front and back).
- DVLA Check code to verify any endorsements. This is part of the new digital license checks brought in by the DVLA in 2015.
- Utility bill to verify address which is no more than 3 months old and matches the address on the driving license.

This will be requested when you are invited to add your details to our driver's database. These details are stored for future hires. After 12 months of no activity these details may be deleted.

### Damage

When you hire the vehicle any damage on the vehicle will be recorded so as to identify any new damaged when it's returned.

Any damage to the vehicle will be deducted from your credit card that is on file. If the hirer is a regular customer and a card is not on file, they will be invoiced for the repairs.

The excess on vehicles is £1000 + VAT per incident unless otherwise presented at the time of hire.

An incident is the unique time that damage occurs. For example, reversing into a post would be one incident, but then scraping the side 5 minutes later is another incident.

The hirer of the vehicle will be charged for the damage.



Should damage/theft to the vehicle be caused by any illegal activity (such as street racing, drunk/drug/dangerous driving), non-use of all security methods, striking overhead or low structures (above, below or to the side of the vehicle such as bollards, posts, ramps) then the total cost of repair and any additional losses such as lost earnings due to time off the road shall be the responsibility of the hirer and not limited to the £1000 + VAT excess.

Should the damage be the fault of the hirer and results in the vehicle being off the road for longer than 48 hours, the hirer will be charged for the lost days of hire. This will be outside of the excess.

For example, a vehicle is damaged and cannot be driven. The repair costs are £500, but the vehicle misses 4 days of hire. The liability for the hirer will be £500 plus 4 days hire. This is not limited by the excess.

Should the damage be greater than £1000 then the excess applies to the repairs, but the missed hire days remain payable by the hirer.

For example, the repair is £2500 and the vehicle misses 10 hire days. The liability to the hirer would be £1000 for the repair plus 10 hire days.

Repairs are carried out by approved Mercedes repair centres and body shops to maintain the standards of the vehicle both mechanically and physically.

Should a vehicle be damaged during a hire, Neon Street will do their best to offer a replacement vehicle to complete the tour, however the hirer will be required to pay for the hire of that additional vehicle on top of the original hire.

### Breakdown and recovery service

UK and EU breakdown and recovery service is included with the hire.

For VW Transporter breakdowns: This is managed by Call Assist who can be contacted on: 01603 216366. They work with agents across Europe to provide this service. If you call the service and you are on a Toll road the breakdown service cannot come to you, as it is a private road. You will be towed off the road by the private company servicing the road. This may incur an additional charge, which you will be required to pay direct to the private contractor. Should you suspect an issue with a vehicle, we advise to get off the toll road so our breakdown service and come to you.

If a repair is not possible on the side of the road, then the vehicle will be towed to the nearest appropriate garage for repair.



**For Mercedes Sprinters:** We use the Mercedes Moblio service. Call +44 (0) 207 660 9992. If you call the service and you are on a Toll road the breakdown service cannot come to you, as it is a private road. You will be towed off the road by the private company servicing the road. This may incur an additional charge, which you will be required to pay direct to the private contractor. Should you suspect an issue with a vehicle, we advise to get off the toll road so Mercedes Mobilio service and come to you.

If a repair is not possible on the side of the road, then the vehicle will be towed to the nearest appropriate garage for repair.

## <u>Fuel</u>

The vehicle will be returned with the equivalent amount of Diesel that it was hired with. Any short fall will be charged at £2.20 per litre (£2 plus VAT) and deducted from the deposit or invoiced. We strongly advise to the hirer to avoid supermarket fuel as it can affect fuel efficiency and block filters. As a result, the pennies saved on the pump price is lost through lack of efficiency in real-world driving during your hire.

#### **AdBlue**

Our Mercedes Sprinter vehicles have Euro6 engines, which use an additive called AdBlue. It is compulsory on all new vans from 2016. Should you be hiring a vehicle with AdBlue technology it is the hirers responsibility to keep the additive topped up during the hire period and to return it at least 75% full. It is available from fuel stations and is added to the vehicle in the same way washer fluid is added. If it is not filled then the difference will be invoiced plus the admin fee of £35 +VAT

### **Entertainment system**

Some of the vehicles have entertainment systems. Please use the instructions provided. Any tampering which results in repairs or replacement required will incur a charge for repair. This system comes as an addition to the vehicle. Should the system not work during the hire it does not constitute a breakdown or qualifies for a refund or partial refund of the hire.

### **Vehicle Limitations of Use**

Any vehicle hire is subject to the restrictions:

- The hirer shall not, in any circumstances use the hire vehicle to carry goods in contravention of customs regulations or for any other illegal purpose.
- The hirer shall not, in any circumstances use the hire vehicle to propel or tow any vehicle or trailer without the consent of the lessor.



- The hirer shall not, in any circumstances use the hire vehicle in motor sports, including racing, pace-making, rallying, reliability trials and speed testing, or low speed event support sub 30mph for over 10miles)
- The hirer shall not, in any circumstances drive the vehicle when unfit through drink or drugs or with blood alcohol concentration above the limit prescribed by the Road Traffic Acts
- The hirer shall not, in any circumstances use the hire vehicle to carry a number of persons and/or equipment, which would cause the vehicle to be overloaded or so as to render the vehicle unsafe or illegal. The current overall gross permissible weight is 3.5 tonnes or 3,500 kgs.
- The hirer shall not, in any circumstances use the hire vehicle outside the UK without the permission of the lessor.

In the event of the vehicle being impounded or otherwise taken out of the possession, or control of the hirer or Neon Street Limited the hirer shall continue to pay the rental until such time as the vehicle is returned to Neon Street Limited's' possession. Together with and associated costs, the cost of repair of any damage caused as a result of the breach, which is not covered by Neon Street Limited's' insurance policy.

## **Security**

All vehicles are fitted with industry-approved deadlocks. These are provided for your use as an extra security measure and as a deterrent. Please use them; they are not just for show. As part of the vehicle hire you agree to take all necessary action to prevent loss, damage, or theft to the vehicle by:

- Using all provided locks and deadlocks at all times
- Parking the vehicle in well-lit low risk locations
- Not keeping belongings of value on display in the vehicle

Should any incident occur, and the security measures have not been used than this may invalidate your insurance resulting in your liability being greater than the excess limit up to the cost of full cost recovery, repair and losses incurred by Neon Street Limited during time off the road.

Vehicles contain dashcams for your additional protection. They are designed not to be tampered with to protect the hirer. Should the device be found to be tampered with the hirer will be responsible for the repairs to it. The hirers liability will also not be limited to the £1000 excess per incident should there be an incident and the dash cam has been tampered with.



## **Tracker**

A tracker is fitted to the vehicle, which monitors location, driving behaviour and alerts our insurance company upon any accident. You must still inform us of any accident or incident within two hours. This data is used by Neon Street to support vehicle recovery and logistics.

# Fines and Other Charges

The hirer is responsible for all speeding, parking fines, charges and toll fees incurred during the hire period. Additionally, any fines incurred during the hire period resulting in non-payment of said charges and fines. The hirer is also responsible for any road tolls and taxes, which are required outside of the UK for example in Switzerland, Slovenia and Austria. We reserve the right to charge an administration fee of £35 + VAT per fine/charge to deal with any fines, penalties, or charges.

### **Cleaning Surcharge**

A minimum of £60 + VAT surcharge will be deducted from the hirers deposit if the vehicle is not returned free of rubbish and in the clean and appropriate state in which it was delivered which will be used towards a deeper clean of the vehicle.

# **Drugs and lost property**

Should illegal substances be found within or found to have been used within a returned vehicle, a deep clean surcharge of £150 + VAT will be applied to hirers invoice to remove all traces. This is to protect future hirers of a vehicle should they be stopped and swabbed.

Any other lost property will be kept for a period of 4 weeks and then disposed of if not claimed.

### **Returning the Vehicle**

Upon the vehicles return it will be documented against the before pictures for damage. Location and times need to be agreed prior to collection.

### Out of hours return

We are able to accept a vehicle return out of office hours in Suffolk as long as it's pre-agreed. A hirer is required to inform Neon Street in advance so that staff or a gate and key drop codes can be generated and provided. The hirer is required to photograph the vehicle on all sides in the location it is dropped to verify the state it is returned in. The liability for the vehicle is still the hirers until Neon Street sign the van back in and take photos of the vehicle in the returned position.

### Vehicle type



Neon Street will use its best efforts to supply the booked vehicle but reserves the right to supply, without prior notice to the hirer, an alternative vehicle as close as possible to the booked vehicle's specifications if, for any reason, the booked vehicle is unavailable at the start of the agreed rental period.

By signing the hire form the hirer confirms they have read the above terms and conditions and agrees to them.

This document was last updated October 2023