

Definitions and Interpretations

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- “Accident” – an incident that happens unexpectedly and unintentionally, typically resulting in damage or injury:
- “AC Offence” – an accident offence, failure to stop or report offence.
- “BA Offence” – a driving while disqualified offence.
- “CD Offence” - a careless driving motoring offence
- “DD Offence” - a reckless or dangerous driving motoring offence
- “DR Offence” - a drink or drug driving motoring offence
- “IN Offence” – a driving without insurance offence
- “MS Offence” – a miscellaneous offence such as but not limited to, motor racing on the highway, failure to give information offence.
- “MR Offence” -a mutual recognition offence, disqualified while driving in Northern Ireland or the Isle of Man.
- “Rental” - the rental of the Vehicle by the Customer
- “Rental Agreement” - the agreement entered by the Customer and the Company incorporating these Terms and Conditions which shall govern the Rental of the Vehicle
- “Rental Fees” - the sum payable by the Customer for the Rental as determined under Clause 6 of these Terms and Conditions
- “UT Offence” – a theft or unauthorised taking of a vehicle offence
- “Vehicle” - the vehicle which the Customer is renting for the duration of the Rental Agreement
- “We,Us,Our” – Maben Vehicle Hire, Pont-y-felin road, New Inn, Pontypool, NP4 0SX
- “You, Hirer, Customer” – the person or company who is on the agreement and any authorised users which we are aware of.

Terms and Conditions Summary

- All rentals prices include VAT
- Minimum rental period: 4 Hours
- All prices are subject to change without prior notification
- Age Requirements: 25 years to 75 years for Vehicle Hire fleet
- Driving Licence: A full driving licence must be held for 2 years. We reserve the right to refuse hire without reason
- Deposit: A preauthorisation deposit will be required on all vehicles Min £150 Max £250
- Payment: The estimated cost of the rental and the preauthorisation deposit is due prior to the hire.
- Rental Period: 24-hour hire runs between 8am – 8am or 5pm – 5pm. There is a 30 minute grace period for daily rentals anything later will be charged at 1 day hire.
- Extension of rental: Should you wish to extend your rental beyond the agreed finish date, you must contact our office and pay the additional rate. We reserve the right to refuse hire extensions.

- Foreign travel: Vehicles may not be taken out of England, Scotland or Wales without prior written authorisation. Vehicles taken abroad will be subject to a surcharge and additional insurances cover.
- Hours of Business: Monday – Friday 08.00 – 17:30 and Saturday 08:00 – 12:00.
- Fuel: The vehicle must be returned with the same fuel level as when you collected it, you will be charged for the remainder at the price displayed in the branch, plus an administration fee of £20.
- A daily mileage allowance of 200 miles per day, any excess mileage will be charged at 4 pence + VAT per mile.

Terms and Conditions in Full

1. Insurance:

- a. The inclusive Fully Comprehensive insurance covers, 'Insured Driver', of minimum age of 25 years dependant on vehicle category and young driver charge maybe applicable below this age. For 'Self Insurance' Please ask for more details.
- b. Charge for additional driver starts from £9 per day subject to our insurer's approval.

2. Company Own Insurance (COI):

If your business would like to insure the vehicle then we must obtain a copy of the company's insurance certificate in advance. The insurance provided must be fully comprehensive and will be held on our file. It is the customer's responsibility to ensure the vehicle supplied is then registered on the Motor Insurance Database for the duration of hire.

3. Age and Licence Restrictions:

- a. Prices are based on drivers being aged 25 to 75 years of age.
- b. All drivers must have held a full licence for a minimum of two years, must have no more than 6 current points on their licence (Does not include IN, DD, DR or BA endorsements).
- c. If you have a IN, DD, DR, UT, AC, MS, MR, CD or BA endorsement that is within the last 5 years you cannot hire from us.
- d. To hire 17-seater minibuses you must have category D1 and be 25 plus years of age.
- e. To hire a 7.5 tonne truck, driver must hold a category C1 on their licence and be 25 plus years of age.
- f. Overseas licenses are accepted subject to the above conditions.
- g. We have the right to refuse any driver on production of a licence that does not comply with our insurance policy, with exception to 'Self Insurance' please ask for more details.
- h. All hires and cancellations are subject these terms and conditions and it is deemed that you have read and understood them before making a booking.

4. Booking Policy:

- a. We require payment details for all bookings.
- b. Bookings are only confirmed when rental deposit is paid, at the time of booking.
- c. We can't postpone or transfer money from one hire to another.
- d. 24-hour hire runs between 8am – 8am or 5pm – 5pm If the vehicle is returned more than 30 minutes late an extra day's rental will be charged.

- e. We retain the right to refuse hire of our vehicles to any one we deem unsuitable for hire or whom we feel does not fit our criteria for hire or if the hirer's age or licence details do not comply with our terms as set out herein.

5. Cancellation Policy:

- a. Renter shall be liable for the following charges in the event of cancellation of booking.
- b. More than 48 hours before booking: No charge.
- c. 24 hours - 48 hours booking: £30 administration charge automatically charged.
- d. Less than 24 hours before booking: 100% of the deposit charge.
- e. If you make a reservation within 24 hours of your pick-up time you will still be liable for the above cancellation charge.
- f. We reserve the right to amend its cancellation policy for certain events.

6. Accidents & Theft:

- a. In the event of an accident, you must not admit any fault or responsibility. You should take the following steps:
 - i. Make a detailed note of the names, addresses, telephone numbers and car registration numbers of any other parties involved in the accident – indicating also whether those parties are the owners of their respective vehicles
 - ii. Make a detailed note of the names, addresses and telephone numbers of any witnesses
 - iii. Contact the police in the event of any suspected injuries or any disputes over responsibility
 - iv. Contact the rental office of the Company from which the Vehicle was collected and inform them of the accident, following any further instructions the Company may issue
 - v. Secure the Vehicle in a safe location, with police assistance if necessary
- b. If the Vehicle is stolen you must firstly inform the police of the incident, providing all details requested. You must then inform us by contacting the rental office from which the Vehicle was collected, providing all details of the incident including information provided by the police including, where relevant, the crime reference number.
- c. Your insurance will be invalidated if the accident was due to customer misuse or negligence.
- d. You should not attempt to make any repairs to the Vehicle. This includes, but is not limited to, mechanical repairs and bodywork repairs

7. Excess:

- a. Please be aware if the vehicle has been involved in an accident, there is an excess charged per incident of damage:
 - i. Car £1500
 - ii. SWB, ELWB, LWB, Small Caddy Vans & Lutons £750
 - iii. Minibuses, Campervan and 7.5 tonne trucks £1000
- b. Under 25's there is an additional excess increase by £250

- c. If classed by us, the accident was due to customer negligent this will be deemed as customer misuse, which may invalid the insurance, and you will be liable for the full cost for repairs.
- d. Collision damage waiver (CDW) is an optional damage insurance cover that is available when you rent a vehicle, which greatly reduces your financial liability in the event of an accident. Terms and Conditions apply.

8. CDW Fee:

Cars – £12 per day
Small Caddy Vans – £14.00 per day
SWB vans – £14.00 per day
LWB vans – £15.00 per day
ELWB vans – £16 per day
Luton Van – £18 per day
7.5 tonne – £21.50 per day
Minibuses – £18 per day
Campervan - £18 per day

If you have a road traffic accident and fail to obtain the third-party details, the original excess amount will apply.

9. Liability:

- a. You hereby acknowledge that during the period of the hiring agreement you shall be liable as the owner of the vehicle let to me thereunder in respect of this liability shall extend to any other vehicle let to me under the same hiring agreement and to any period by which the original period of hiring may be extended.
- b. You hereby agree to hire the rental vehicle on the Terms & Conditions set out herein & overleaf and confirm that if payment hereunder is to be made by credit or debit card my signature below shall constitute authority to debit my nominated credit or charge card company with the total due amount plus any administration charges, extensions or additional charges resulting from this rental.

10. Use of Vehicle:

- a. You may use the vehicle for the purpose of their business and for social domestic and pleasure purposes.
- b. The vehicles may not be used for any purposes for which they are not expressly designed. Further, you will not use or permit the vehicles to be used for hire, driving tuition, towing, racing, or for any illegal purpose whatsoever.
- c. Allowing a non-insured driver to drive our vehicle will result in the loss of your Insurance Excess; We will also view this as theft of the vehicle and will prosecute without exception in all cases as theft.

11. Fuel:

You will be provided with check out confirmation of the fuel and the vehicle must be returned with the same fuel level when collected. If, you do not return the vehicle with the same amount of fuel as when you collected it, you will be charged for the remainder at the price displayed in the branch, plus an administration fee of £20.

12. Adblue:

- a. Some of our vehicles now use AdBlue (This is marked on your rental agreement alongside the fuel type). AdBlue is used to reduce NOx emissions in vehicles. AdBlue converts harmful NOx from your diesel vehicle exhaust into harmless nitrogen and steam, therefore considerably reducing the emissions of nitrogen oxides (NOx) that are a major source of atmospheric pollution.
- b. You can buy AdBlue from numerous fuel forecourts across the UK & Europe or from suppliers of vehicle parts i.e. Halfords, Kwikfit, main dealerships, etc.
- c. We will keep the vehicle topped up, but it is the driver's responsibility to check Adblue levels while in use.
- d. An empty Adblue tank means the vehicle won't run and an expensive recovery bill.

13. Overseas Travel:

- a. Any vehicle taken outside the UK mainland without prior consent & the relevant documentation, will result in the full excess charge.
- b. No vehicle is authorized to travel outside of Europe.

14. Late Return Charges:

Returning the vehicle late up to 30 minutes will incur an additional half days charge anything later will be charged at 1 days hire.

15. ID:

Driving licence, National Insurance number and proof of address (utility bill or credit card statement dated within the last 3 months) needs to be provided to Us before hire can commence for all named drivers. Failure to do so may result in cancellation of the hire. If upon delivery these documents have not been received or viewed by Us the hire will be cancelled and our cancellation policy will apply.

16. Damage / Wear and Tear:

- a. All damage to our Vehicles whilst in the custody of the hirer however they arise will be the responsibility of the hirer.
- b. Insurance cover does not extend to missing petrol caps, Wheel trims, tools, Overhead damage, Spare wheels, Punctures or Negligent damage in general and will be classed as Customer misuse. Any damage classed as misuse will be liable for the full cost of repairs and charges. These charges also extend to unreasonable wear and tear on any other part of the vehicle.
- c. Vehicles are only fully inspected once returned to our premises, this is due to dirty vehicles / bad light which hamper a full inspection at the client's address, any damage discovered once we have cleaned the vehicle will then be charged to Us but are not limited to, noting the damage at the time of pickup or return of the vehicle for the reasons set out in this clause.
- d. Customers wishing to return hire vehicles out of hours are left at the customer's risk, we will not accept liability for any damages, the customer is fully responsible until the vehicle is inspected by a member of staff and checked in.

17. Loss of vehicle keys:

In the event of the rental vehicle's keys being mislaid, lost, or stolen, then our company will charge for the courier charges to deliver the spare keys plus the total cost to replace

the missing keys and reprogramming of central locking key fob if required. We may need to replace the full lock set in the Vehicle for security reasons.

18. Smoking in Vans:

Smoking in our vehicles is expressly forbidden and will result in the loss of the full deposit.

19. Mileage:

We have a daily mileage allowance of 200 miles per day, any excess mileage will be charged at 4 pence + VAT per mile.

20. Fines:

- a. The driver / hirer of the vehicle hereby agrees that he or she shall be liable for all speeding fines and or parking tickets or any other costs or penalties that may be incurred whilst the van is in the possession of the hirer or in relation to the manner in which the hirer / driver has driven the vehicle during the hire period.
- b. We charge £30.00 administration fee for every traffic offence / penalty charge notice we receive which will automatically be charged upon receipt. This amount is additional to the actual PCN amount - You as the hirer are responsible to settle the fine incurred.
- c. In accordance with the Road Traffic Act 1974 sections 1.5 and 1 the hirer shall be liable as owner of the vehicle in respect of:
 - i. Any of the following offences which may be committed with respect to that vehicle when it is stationary and when fixed penalty notice is issued being on a road during the hours of darkness without lights or reflectors required by law waiting or being left parked or being loaded or unloaded in a road being used or kept on a public road without the vehicle licence being exhibited on the vehicle in the prescribed manner and the non-payment of the charge made at street parking places and:
 - ii. Any excess charge which may be incurred in pursuance of an order under Section 35 and 36 of the Road Traffic Regulations Act 1967 (Provision of Highways of Parking Places where charges are made).
- d. I agree that if the vehicle is detained by the vehicle inspectorate for illegal use that I will be responsible for any charges incurred in restoring the vehicle, and any loss of income incurred by the rental company.

21. Breakdown Cover

Breakdown cover is included with your booking and aids assistance or recovery in the event of unexpected vehicle manufacturer failure whilst travelling in the UK. Any instances such as Punctures, lost keys, running out of fuel/ad Blue, incorrect fuelling, driver misuse etc will be fully chargeable. Breakdown Cover is only available within the UK.