

Terms and Conditions

In this agreement the following terms shall have the meaning hereby respectively assigned to them.

Hirer:	The person named as such on the contract.
Driver:	The Hirer and/or other person named as such on the contract or any other person specifically approved by Coretec Cars Ltd to drive the vehicle during the duration of this agreement.
Vehicle:	The original vehicle described on the contract or any replacement vehicle.
Accessories:	The Spare wheel, tools and/or any other items with which the vehicle is supplied at the point of signing this contract and any replacements.
Rental Period:	The period from the date and time as stated in the contract.
Rental Charges:	The hire charges for the rental period calculated in accordance with Coretec Cars current tariff.

1. The Company/lessor agrees to rent and the customer agrees to take the vehicle on the terms and conditions as set out herein and at time of rental. The company reserves the right to accept or reject any offer as per its rules and regulations.
2. The Hirer acknowledges that:
 - a. The vehicle is fit for his purpose and undertakes to return it and its accessories to the place and on the date due back as specified on the contract.
 - b. He has received the vehicle free from apparent defects or damages (except as indicated on the vehicle check sheet)
 - c. Coretec Cars Ltd has no liability in respect of any injury, loss or damage arising from the use of the vehicle, nor shall, Exclusive Car Hire be liable for any indirect loss or damage, or in the case of consumers, damage which was not foreseeable by both parties.
 - d. Coretec Cars Ltd shall not be liable damages arising from defects or mechanical failures which are not attributable to any breach of the Manufacturer's warranty or any implied by law to take reasonable care or exercise reasonable skill.
3. During the rental period the Hirer shall keep the vehicle and its accessories in his or any approved driver's possession and shall not allow a third party to take possession of the vehicle or its accessories and when not in use the Hirer shall keep the vehicle and its accessories adequately protected and secured. Neither the company nor its insurer will accept any liability for loss or damage caused whilst a vehicle is rented to a customer who does not comply with these conditions, and the customer agrees to make any payment necessary to put the company in the position it would have been in if the breach had not occurred. The Customer will supply any information concerning the driver(s) of the rented vehicle to the company upon demand and undertakes to allow the company direct access to the driver(s) of the vehicle and will fully co-operate in obtaining such access.
4. The Hirer and any driver ensures that the vehicle will not be used:
 - a. For hire
 - b. For racing, rallying, speed testing, driving tuition or similar purpose or for propelling or towing any vehicles, trailer or other objects.
 - c. In any manner which might render void the insurance policy.
 - d. For any illegal purpose or in contravention of any legislation affecting the vehicles, its use or constitution.
 - e. By any person who:
 - i. Is not licensed to drive the vehicle
 - ii. Is under 25 years of age or over 65
 - iii. is under the influence of alcohol or drugs.
 - iv. Has not been approved by Coretec Cars as a driver
5. The hirer agrees to pay on demand:
 - a. The rental charge
 - b. The excess amount in respect of each incident resulting in damage to or loss of the vehicle and its accessories.
6. All the fines, charges, penalties, costs and expenses incurred by the hirer. The Customer will pay the Company on demand all charges due hereunder including where relevant, sums in respect of surcharges, additional charges, and VAT or other taxes thereon.
7. The minimum notice period for cancellation is 48 hours. Notice is only valid if given during normal working hours i.e, between 9:00am to 5:00pm.
8. The Hirer or any driver shall not
 - a. Without prior consent of the lessor incur any liability for repairs to the vehicle.
 - b. Be the agent or servant of the lessor for any purpose.
 - c. Make any claims for loss or damage to any property left stored or transported in or upon the vehicle.
9. The period of hire as specified overleaf shall not be extended without Lessors express authorisation in writing in any event the period of this hire shall not exceed 90 days.
10. The vehicle cannot be taken outside the England, Wales and Scotland, without written permission from the Lessor. In an event of the vehicle being taken outside England, Wales and Scotland, the Lessor has the right to issue criminal charges against the hirer and alert the police as the car being stolen. If the vehicle is used outside the mainland UK, the customer undertakes that the vehicle is checked for illegal immigrants before returning to the UK
11. The hirer acknowledges that it has a duty to ensure that all reasonable care is taken of the vehicle against damage or loss throughout the rental period. The customer accepts responsibility for any loss or damage to the vehicle caused by their wilful act or negligence.

This includes but is not restricted to responsibility for any loss or damage to the vehicle or its accessories as a result of theft occurring when the customer or its servant or agent has left the keys in or with the vehicle and the customer hereby indemnifies the company against loss or damage.

12. For the avoidance of doubt damage excess applies not only to damage to but also theft of the vehicle. The customer will use its best endeavours to supply full details of any third party vehicle involved in any accident with the vehicle.
13. The customer undertakes to return the vehicle with all tyres, tools, audio equipment and other accessories in the same condition as when received to the place and on the date set down overleaf. If special cleaning is required for whatever reason, the company will make a separate charge to cover the cost of any cleaning and / or repair work required.
14. In the event that the customer requires a vehicle longer period than the agreed period, the customer must notify the company at least 12 hours prior to termination of agreed rental period. In the event that the customer fails to notify the company of such requirement, their authority to retain such vehicle may at the company's discretion, terminate and, in that event the customer will be liable for any loss or damage incurred by the company as a result. The company reserves the right, in the event of such notification, to use such means as it may choose to recover said vehicle.
15. In the event that a vehicle on rent reaches the mileage at which a routine service is due, the customer undertakes to notify the company and make the vehicle available to the company for such servicing to be carried out or for the vehicle to be replaced at the company's discretion.
16. The customer is liable for all penalties for offences committed under traffic regulations including, but not restricted to, parking tickets, clamping fines, Congestion charging, compound charges, bus lane fines and speeding fines incurred during the period of hire. If these remain unpaid they be forwarded to the customer at charge, together an administration charge. Insurance excess and Fuel deposits will not be refunded until any vehicle damage, fines and charges for which the customer is liable have been assessed and deducted.
17. The Customer acknowledges that any property placed within the vehicle is there at their own risk and that the company has no responsibility for such property.
18. The customer will at the company's request do all required by the company on its behalf and on behalf of the insurer's and permit his name to be used by the company for enforcing any rights or remedies against any person in connection with the vehicle.
19. The customer or any authorised driver of the vehicle will in no way be deemed to be the agent, servant or employee of the company.
20. The company will not either on its own behalf or on behalf of the insurer, waive any of its rights hereunder except in writing signed duly by a authorised representative of the company or the insurer respectively.
21. The company reserves the right to terminate the rental to which this agreement refers if it becomes aware of any breach by the customer of these terms and conditions. Upon breach of the above terms and conditions the company may give your personal details to credit reference agencies, the driver and vehicle licensing authority (DVLA), customs and excise, the police, debt collectors, and any other relevant organisation. The company may also give your personal details to the British vehicle rental and leasing association, who may pass your details on to any of its members for any purpose stated in the Data protection act 1998.
22. The customer acknowledges that the company is entitled to charge any credit, charge or debit card nominated at the time rental is affected for any charges due to the company pursuant to this agreement.
23. Airport Locations: it is essential that the company is given the correct flight and arrival time before arrival. If this is not available at time of booking this can be forwarded to your booking manager atleast 24hours prior to the flight arrival. No responsibility can be accepted or compensation allowed for a delays and failed rental due to the late provision of this information.
24. By accepting our terms and conditions the hirer confirms that they have not had a proposal for insurance declined, a policy cancelled or renewal refused or been required to pay an increased premium or had special conditions imposed by any motor insurer. The hirer has not been committed of any motoring offence during the past five years, or had your licence suspended during the past ten years, or has any prosecution pending. If you have answered yes you will need to check what convictions are allowed before proceeding with your reservation online. You will also need to check with us if you have had any accidents and/or claims in the past 36 calendar months.
25. If the Hirer does not comply or agree with any of the material conditions of this agreement, he shall return the vehicle to the Lessor immediately and pay the lessor on demand such loss as is recoverable at law where that loss is caused by the Hirer's non compliance. Where the hirer fails to return the vehicle the lessor shall be at liberty to retake possession of the vehicle and all reasonable costs and expenses incidental to recovery of the vehicle shall be paid by the hirer to the lessor on demand.