



Terms and Conditions of Hire

Please read this agreement carefully and only sign the corresponding hire form if you agree to be bound by its terms. Only persons that have read and signed a rental agreement form and been added to the insurance may drive the vehicle. It is the responsibility of the hirer(s) to ensure no one else drives the vehicle during their hire period.

BOOKING:

We recommend booking your van as early as possible. However, it is our usual policy to not confirm bookings of fewer than four days more than two weeks in advance. To secure a booking we require a deposit. No booking is confirmed until a deposit has been received and acknowledged by NX Tour Support, and an invoice raised accordingly.

Every effort will be made to supply the requested vehicle. However, we reserve the right to substitute a similar vehicle if we deem necessary.

DEPOSIT/INSURANCE EXCESS:

To secure and confirm your booking we require a standard deposit of £600 to be paid on credit / debit card. You can also pay the deposit via transfer, cheque or cash but card is preferable. The deposit is required as insurance against vehicle damage and deposits are returned within 14 days of the safe return of the vehicle less any amounts deductible, as listed, but not limited to, below. You also agree to pay any parking charges, fines, motoring offences, congestion charges etc. that occur whilst you are the hirer of the vehicle. Any charges or fines that you have not dealt with will be passed on to you, and/or deducted from your deposit, plus a £20+VAT handling fee per item. The vehicle will be supplied clean and we ask you to return it the same way. We will deduct a minimum of £30+VAT from the deposit if the vehicle is returned in an excessively dirty, unclean or otherwise unacceptable manner. This applies to the exterior as well as the interior.

Please note that the insurance does not cover the hirer's personal contents (i.e. musical equipment) and it is therefore advised that you arrange separate cover for these as we cannot be held responsible for any loss or damage sustained whilst in our vehicle.

The hirer is liable for a policy excess of £1000+VAT in the case of each and every accident, or vehicular or third party damage. The excess is reduced to £500+VAT if the claim is reported to us within 2 hours of the incident occurring.

PAYMENT:

Full payment by credit / debit card, bank transfer, cheque or cash MUST be received in advance or on collection of the vehicle. Card payments will incur a processing fee of 1% for debit cards and 2% for credit cards. Alternatively payments can be made by BACS, no later than 4 days before the day of the hire. Please email confirmation when done. We must receive cleared funds in our account before the vehicle is released.

CANCELLATION OF HIRE:

We require ALL hires to be paid in full before the vehicle is collected, unless otherwise agreed by our Transport Office. You may cancel your hire up to 10 days prior to the booked collection date. We reserve the right to charge the FULL hire total if you cancel your hire with less than 10 days' notice. We will do our best to find alternative work for the vehicle. If this is the case we will inform you. If you cancel with less than 5 days notice, the full hire fee will be lost.

HIRE PERIOD:

Unless otherwise arranged, hires start at 9am and are to be returned by 9am the following day of



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the last hired day, to a pre-agreed location. Late return without prior notification and consent will incur at least a day's hire charge for each additional 24 hours or part thereof.

DRIVERS:

Drivers must be 25 or over and under 70, having held a license longer than 3 years. We ask that Drivers have at least 2 years' experience of driving large people-carrying vehicles. Drivers must also have no more than 6 points in the last 5 years. We cannot accept convictions for drink driving or driving without insurance (DR or IN Coded Offences).

Persons who are not British or EU citizens, unless they have 3 years recent and regular driving experience of a motor vehicle, other than a motorcycle, in the UK must be referred to the insurance company on each hire for acceptance. Copies of all drivers' licenses must be supplied in advance. All licenses will be checked with DVLA for any disqualifications. If possible please scan and email all licenses in advance.

THE VEHICLE:

Before the hire commences, you will be allowed to inspect the vehicle and its contents, along with the fuel level. We ask you to return the van and contents as you found them, and with the same amount of fuel as you started with, or to agree to pay the cost of the missing fuel, as estimated by us.

It is your responsibility to keep the vehicle's oil, water, brake fluids etc. filled to the correct level throughout the hire.

You agree to pay for any damage sustained to the vehicle or its engine as a result of your negligence; above and beyond the £500+VAT deposit if necessary. Likewise, any features of the van which are lost, damaged or destroyed are the hirer's responsibility to replace; Including, but not limited to, the tyres, wing mirrors, the windscreen and entertainment system. Please note that these items are not covered by the insurance but may be deducted from your deposit if not returned correctly.

You agree to not use the vehicle for any illegal purpose, nor in a manner that contravenes our insurance terms, nor to drive it whilst under the influence of alcohol or drugs above the limit imposed by law. You agree to look after the vehicle whilst it is under your charge; to keep it locked, not to carry any illegal or hazardous goods or an excessive amount of weight, not to use it in a motor race, nor to use it for tuition.

SMOKING:

All our vans are non smoking. Any smoking related mess, smell or damage will be liable to cleaning and/or repair charges payable by the hirer.

VEHICLE COLLECTION AND RETURN:

Collection is from our office in Chawston. Alternatively, we can deliver and collect it to / from you. The vehicle must be returned to Chawston within office hours unless previously agreed otherwise. We have 24 Hr CCTV security monitoring in our yard. You may park your vehicle in our yard, but space is limited so we can allow one vehicle only to be parked, in place of the vehicle you are hiring.

DRIVING IN EUROPE:

You can take the vehicle out of the UK and in to Europe but you must let us know in advance so we can arrange the Green card insurance. Vehicles travelling outside of the UK and in to Europe require an Insurance Green Card.

Admin charge: £30.00 + VAT for every two weeks (minimum £30.00 + VAT per trip). In some cases we can waive the admin charge. All Nx Tour Support vehicles are fully covered by RAC / Mercedes breakdown / Relay for both the UK and the rest of Europe. We advise customers to consider the AA 5 Star Breakdown Recovery package for travel outside of the UK, as they can provide a replacement



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vehicle, and in some cases may pay for hotel accommodation if your vehicle needs to go in to a garage for repair work.

DAMAGE AND FINES:

It is the hirer's responsibility to pay for vehicle damage including damaged windows, tyres and interior fittings up to a total of £1250.00 + 20% VAT. It is the hirer's responsibility to pay for all parking and traffic fines. For further information please see below, re hirer's responsibilities.

BREAKDOWN AND ACCIDENTS:

We keep our vehicles regularly serviced and maintained to an excellent standard. However, we cannot be held responsible for any loss or liability, financial or otherwise, due to failure of the vehicle or any of its parts. Likewise, any entertainment system provided with the vehicle is as a courtesy and we accept no responsibility in case of its failure. Nx Tour Support vehicles are covered by 24 hour AA/Mercedes breakdown within the U.K. and E.U.

In the event of a breakdown, malfunction or instance of non-ordinary operation you must contact us first, and you must not authorise any repairs without our permission.

If a tyre needs replacing, it is the hirer's responsibility to supply or pay for a new one; the roadside assistance will only swap the blown one for a serviceable spare.

If you take the vehicle outside of E.U. countries you must arrange your own breakdown cover, or otherwise be held responsible for returning the vehicle in the event of a breakdown.

The hirer is liable for a policy excess of £1000+VAT in the case of each and every accident, or vehicular or third party damage. The excess is reduced to £500+VAT if the claim is reported to us within 2 hours of the incident occurring. The incident report phone number is 07771 767367. No matter how small a claim may appear, it is important you register the incident with the insurers.

You agree to gather the details surrounding an incident in which the vehicle is involved, including the names and addresses of all parties involved, and to not admit liability or guilt nor give money to any persons involved. Any communication you receive about that incident – at the time or subsequently – should be sent to us immediately. If for any reason you have not been able to exchange details with other drivers, or you were in collision with an animal, you must report the incident to the police as soon as possible and certainly within 24 hours.

DATA PROTECTION@

We and the insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor AntiFraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help us and the Insurers check information provided and also to prevent fraudulent claims. These registers may be searched in considering any application for insurance in connection with this Policy. We or the Insurers will pass any information relating to any incident (such as an accident or theft), which may or may not give rise to a claim under this Policy and which you have to notify us of in accordance with the terms and conditions of this Policy, to the relevant registers. Details of motor vehicles covered by this Policy will be added to the Motor Insurance Database (MID), run by the Motor Insurers Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing. MID data may be used by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime.

Persons with a valid claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. A statutory instrument (1972 S I No 1217) allows the police to recover personal data from the database. You can find further information on www.miic.org.uk. We and the Insurers hold data in accordance with the Data Protection Act 1998. Access to non-public personal information is restricted to those who need to know the information in order to service this Policy. We and the Insurers maintain physical, electronic and procedural safeguards to protect non-public personal information. It may, however, be necessary for Us and the Insurers to pass data to other organisations (including organisations based outside the EU in countries which may not have laws to protect non-public personal information) that supply products



and services connected to this Policy, in which case appropriate measures will be taken to ensure that the data is kept securely and only used for the purposes for which it was provided.

Hirers Responsibilities.

AGREEMENT OF TERMS:

The hirer will check the oil and coolant levels at or prior to the start of the hire period. Any loss or damage caused by lack of oil and/or water during the hire period will be the responsibility of the hirer as a result of not being able to meet their contractual obligations. We can show you how to check oil and coolant levels. We can supply you with a spare can of oil, but if you run out then call us.

If the engine is damaged or destroyed whilst in the possession of the hirer as a result of due negligence, the hirer will be responsible for the costs incurred to its repair or replacement. We use a third party independent source to ascertain the cause. Please contact us if you hear any unusual sounds or see any warning lights on the dashboard IMMEDIATELY.

Do not allow the vans to run out of DIESEL or OIL and make sure you only fill it with DIESEL, not petrol.

All our vans are sent out with tyres with plenty of tread depth. If travelling into compulsory 'winter tyre' zones it is your responsibility to let us know. We can supply winter tyres but there may be a fee. If you have any concerns about the tyres please advise within 24hrs of start of your hire. Any tyre, wheel or windscreen damage is the responsibility of the hirer and will need replacement during your hire and paid by the hirer or deducted from your deposit.

Hirer agrees to lock vehicle when not attended by any responsible persons from the travel party, to park in as safe a location as possible and to avoid putting the vehicle in a position of danger whether parked, in motion. In the event of a breakdown where possible pull into a safe location such as the hard shoulder and wait outside of the vehicle.

Traffic Ticket/Offences:

- Red Route Offences - Any unpaid charge referred to NX Tour Support will be passed onto the hirer with a £20 admin fee added
- Bus Lane Offences - Any unpaid charge referred to NX Tour Support will be passed onto the hirer with a £20 admin fee added.
- Parking / Speeding Tickets - The Hirer(s) agree(s) to take full responsibility for these whilst the vehicle is in their possession. The hirer's details will be passed onto the appropriate authority.
- Any traffic offence outside the UK - Any charges referred to NX Tour Support will be passed onto the hirer with a £30 admin fee added.

Traffic Accidents:

Any accident involving a third party is to be notified immediately to NX Tour Support. Liability is NOT to be admitted or discussed with any third party. The hirer must provide the third party and/or any law enforcement officers with the driver's details, the company's name and address, and the company's Insurance Policy Number. The hirer must take the third party's details and pass them onto the company.

Deposit:

The deposit is held/charged against the following:



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- Regarding the hire vehicle: The first £600 of:
 - All loss / damage to bodywork / glass / interior / vehicle structure / fittings / spare wheel / supplied tools etc
 - Loss / damage to audio/visual equipment
 - Tyre damage (wear and tear excepted)
- Regarding 3rd parties:
 - The first £600 of all damage / injury to third parties and their vehicles
- Late return of hired vehicle (see below)
- Return of the vehicle in a condition requiring an unusual amount of cleaning / valeting

Breakdown:

In the event of a breakdown, the company will endeavor to offer assistance with the arrangements for vehicle repair, and will endeavor within reason and at its absolute discretion to provide a replacement vehicle if the hired vehicle is unusable for an extended period of time. This may not be possible if the breakdown has occurred outside of the UK.

The company's financial liability shall extend only to a refund of vehicle hire fee for the time over which the vehicle is unusable. No liability whatsoever is accepted for consequential losses or inconvenience of any kind.

Breakdown cover:

All NX Tour Support vehicles are fully covered by the RAC/Mercedes Breakdown Assist for use both within the UK and the rest of Europe. The hirer may be charged for inappropriate use of breakdown cover. Please check with our office if in doubt.

Engine / Mechanical Damage:

The hirer will be responsible for all costs relating to the following:

- Failure to maintain correct oil and water levels
- Incorrect fuel
- Continuing to drive whilst there is an obvious problem.

Please report ANY fault codes which appear on the dash immediately.

Travel Outside the UK:

The hirer is responsible for providing accessories that may be required by foreign countries, such as warning triangle, spare bulb kits etc. However, most of our vehicles do already have the necessary kit. Please check on collection.

Late Return:

The vehicle is due back at NX Tour Support HQ by 9 am prompt on the return day, unless otherwise agreed. Late return may result in an extra day's hire being charged.

Out-Of-Hours Return:

Please check with the office in advance of your return.