**CC Response NW Ltd**

Unit 2 West Street

Stockport

SK3 0AX

**Tel: 0161 639 0141**

**Email: claims@ccresponse.co.uk**

**www.ccresponse.co.uk**

{{client\_name}}

{{client\_address}}

**Backing you on the road.**

Dear {{client\_name}}

Firstly, we thank you for instructing CC Response to deal with your claim, we have reviewed your file and are satisfied that you are not at fault for the accident. As such, we are happy to provide you with a replacement credit hire vehicle.

What’s Next?

1. We will have a damage report carried out on your vehicle.
2. If your vehicle is repairable then the report will be sent to the third party insurer.
3. If your vehicle is deemed a total loss/write off we will call you to confirm the value of your car
4. Once repairs or a total loss payment are authorised by the insurer we will call to let you know and discuss the next steps.

We need you to sign and return the below documents before we can arrange delivery of the replacement vehicle.

Yours sincerely,

CC Response Ltd | Claims Onboarding Team

Today’s Date:

**{{current\_date}}**

Please quote our reference number on all correspondence

Our reference:

**{{client\_cc\_ref}}**

Incident date:

**{{accident\_date}}**

VRM:

**{{client\_vrn}}**

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Short Term Rental Agreement**  Period of agreement not to exceed 89 days.  Vehicle not to be used outside England, Scotland and Wales without the prior written consent of the Lessor. | | | | | | | | |  | | | | |
| Hirer: {{client\_name}} | | | | | | | | |
| Agreement Ref: {{client\_cc\_ref}} | | | | | | | | |
|  | | | | | | | | |  | | | | |
| **Hirer / Driver Details** | | | | | | | | | | | | | |
| **Name:** {{client\_name}} | | | | | | | **DOB:** {{client\_date\_of\_birth}} | | | | **D.Licence No:** {{client\_license\_number}} | | |
| **Address:** {{client\_address}} | | | | | | | | | | | | | |
| **Additional Driver Name:** {{driver\_name}} | | | | | | | **DOB:** {{driver\_dob}} | | | | **D.Licence No:** {{driver\_license\_number}} | | |
| **Hire Vehicle Details & Charges** | | | | | | | | | | | | | |
| **Vehicle Reg:** {{hire\_vrn}} | | | **Make/Model:** {{hire\_mk\_md}} | | | | | | | **Daily Rate:** {{hire\_charge\_per\_day}} | | | **Group Charged:** |
| **CDW:** {{cdw\_per\_day}} | | **Extras:** {{extras\_total}} | | | **Total Daily Rate (pre 30 days):** {{tmdr}} | | | | | | | **Total Daily Rate (post 30 days):** {{tmdrc}} | |
| **Insurance Proposal (If using Lessor Insurance)** | | | | | | **Yes** | | **No** | **Hirers Own Insurance** (Complete if using Hirers Own Insurance Policy) | | | | |
| **A** | Have you been convicted of any motoring offence during the past 5 years or had your licence suspended during the past 3 years or do you have any prosecution pending | | | | | {{accident\_loss\_in\_3\_past\_years\_yes}} | | {{accident\_loss\_in\_3\_past\_years\_no}} | **Insurer Policy No: ………………………………………..…..**  I confirm that my own motor insurance policy will cover the hire vehicle with comprehensive cover for the duration of the hire.  **Close**  Signature of Hirer:…………………………….….. Date: {{current\_date}} | | | | |
| **B** | During the past 3 years had an accident/loss in connection with any motor vehicle? | | | | | {{prosecution\_yes}} | | {{prosecution\_no}} |
| **C** | Have you or any additional driver had a proposal declined, a policy cancelled, or renewal refused, been required to pay an increased premium or had any special conditions imposed by any motor insurance? | | | | | {{proposal\_declined\_or\_increased\_fees\_yes}} | | {{proposal\_declined\_or\_increased\_fees\_no}} |
| **D** | Do you suffer from: Diabetes, Epilepsy, Heart Condition or any other physical infirmity which could impair your ability to drive? | | | | | {{diseases\_yes}} | | {{diseases\_no}} |
| The driving of the hired vehicle will be limited to the Hirer unless an additional driver details have been completed and authorized on behalf of the company.  Note: You must vie full and true answers to all the questions above. If you do not do so, your insurance cover may not protect you in the event of a claim.  DECLERATION: Please read this declaration carefully before signing. I/We hereby apply for a contract of insurance and I/We undertake that the particulars in this proposal are true to the best of my/our knowledge and belief and that I/we undertake that the motor vehicle described below will not be driven by any person who to my/our knowledge has been refused any motor vehicle insurance or continuance thereof. This proposal and declaration shall be the basis of the said contract of insurance, which i/we agree to accept, subject to the terms, exceptions and conditions expressed therein.  **Close**  **Signature of Hirer: Date:** {{current\_date}} | | | | | | | | | **Statement of Liability** | | | | |
| I hereby acknowledge that during the currency of the hiring agreement I shall be liable as the owner of the vehicle let to me thereunder in respect of:- (a) Any fixed penalty offence or contravention committed in respect of that vehicle under Part III of the Road Traffic Offfenders Act 1988: and (b) Any excess parking charge which may be incurred in respect of that vehicle in pursuance of an Order under Section 45 and/or 46 of the Road Traffic Regulation Act 1984: (c) Any penalty charge incurred under the Road Traffic Act 1991. I also acknowledge that this liability shall extend to any other vehicle let to me under the same hiring agreement and to any period which the original period of hiring may be extended.  **Close**  **Signature of Hirer: Date:** {{current\_date}} | | | | |
| **Hire Dates** | | | | **Times** | | | | | **Declaration** | | | | |
| **Hire Start Date:** {{hire\_start\_date}} | | | |  | | | | | I hereby agree to hire the above vehicle on the terms & Conditions provided in conjunction with this agreement on page 2 of 3 and by signing I am entering into a contractual agreement and agree to be bound by its terms. I acknowledge receipt of the notice of my right to cancel the agreement set out in page 3of3 of this agreement. I wish the performance of this contract to begin before the expiry of the cancellation period. I understand that if I cancel this agreement within the cancellation period I shall become immediately liable to pay for all the goods and services that were supplied in accordance with this agreement before the cancellation.  **Close**  **Signature of Hirer:** **Date:** {{current\_date}} | | | | |
| **Due Back Date:** {{hire\_due\_back\_date}} | | | |  | | | | |
| **Hire End Date:** {{hire\_end\_date}} | | | |  | | | | |
| This is an Exempt Consumer Credit Act Agreement under Article 3(1)(a) of the Consumer Credit (Exempt Agreements) Order 1989 | | | | | | | | | | | | | |

**Terms & Conditions of Hire**

**A.** For the purpose of this agreement CC Response Nw Ltd is referred to as We, Us Our **B.** You, Your, Hirer means the person, firm or organisation by or on behalf of whom this agreement is signed. **C.** "Authorised Driver'' means the driver(s) additional to You, approved as specified to Us. **D.** Parties - You and Us

1. **You** will ensure that any authorised driver will comply with all the conditions as set out in this agreement.
2. **We** agree to rent and **You** agree to take the vehicle described overleaf on the conditions set out in this agreement.
3. **You** undertake to return the vehicle in a clean condition with all tyres, tools, radio and other accessories in the same condition as when received, ordinary wear and tear excepted, to the place and on the date set down overleaf.
4. **You** are responsible for all damage caused by misuse or negligence, and for all tyre repairs or replacements, and for any broken windows and lights and for any damage to the interior of the vehicle.
5. Where the hire is consequent upon the **Your** own vehicle being unroadworthy as a result of a road traffic accident and a claim for damages is being or is to be pursued against the third party alleged to be liable. **You** agree to pay the **Us** in one single payment, either at the conclusion of the action, or in any event within a period not exceeding 11 months beginning with the date of this agreement, all rental and other charges together with Value Added tax, local and other taxes payable in respect of the said charges. The deferral of payment is made without any interest and without any other charges linked to the provision of the deferral of payment.
6. The period of hire, the subject of this agreement shall not exceed 89 days, starting with the date of commencement of the rental period.
7. The daily rate charged for the hire vehicle including extras is set out on Page 1 of the Hire Agreement and as published in **Our** rental tariff at the commencement of hire.
8. Except where condition (5) applies, **You** will pay to the **Us** on demand all charges due under this agreement, plus VAT at the rate appropriate at the time of the hire.
9. If **You** do not arrange **Your** own fully comprehensive insurance the **We** will arrange fully comprehensive cover subject to an excess as stated overleaf. The excess may be set aside by the additional payment of a Collision Damage Waiver (CDW). It is a requirement of the policy that every accident no matter how minor, involving the vehicle is reported at once to the Lessor and that the accident report form must be completed within 24 hours. **You** or any authorised driver will:
10. Obtain the names and addresses of the third party and any witnesses
11. Make no admission of liability
12. Deliver to the **Us** all summonses, writs and documents received
13. Not aid or abet any claimant but co-operate fully with **Us** and the insurance company in the investigation and defence of any claim.
14. **You** will at **Our** request do all required by **Us** and permit his name to be used by **Us** for enforcing any rights or remedies against the parties in connection with the vehicle.
15. Where **You** have indicated on the hire agreement that **You** are to provide **Your** own insurance cover on the hire vehicle, then the following provisions will apply.
16. **You** agree to insure the hire vehicle until it is returned to the **Us** in its full value, against loss or damage (including windscreen damage) by accident fire or theft, under a comprehensive policy of insurance with an insurance company of repute. **You** will ensure that the hire vehicle is added to **Your** policy of insurance and at **Our** request, supply full details of the insurance company to the **Us**.
17. **You** shall not use or permit the vehicle to be used in contravention of the terms and conditions of the policy and shall procure that any compensation under the said policy of insurance is paid directly to the **Us**.
18. If **You** effect insurance which is not comprehensive or if for any other reason the amount paid by Your insurance shall be less than the loss or damage (whether direct, indirect or consequential) suffered by the **Us**, then **You** shall pay the **Us** the difference.
19. **You** shall compensate the **Us** in full on demand for any loss **We** suffer as a result of any damage, fire or theft to or of the vehicle for the period the hire vehicle shall remain unavailable for rental or in the case of a total loss, until cleared funds are received in respect of the full value of the hire vehicle.
20. The vehicle will not be used:
21. For the carriage of passengers or property for hire or reward
22. For racing, pace making, reliability trials, speed testing or driving instruction
23. To propel or tow any other vehicle or trailer
24. In violation of the provision of any act, order or regulation affecting the use, loading or condition of the vehicle or for any illegal purpose
25. Outside the United Kingdom Mainland without express agreement in writing of the Lessor.
26. The vehicle will not be driven by any person:
27. Other than the **You** or an authorised driver
28. Who is under the age of 21 or over the age of 70 (unless driving on **Your** own insurance or with prior permission by us )
29. Who has not held a valid driving licence for a minimum period of 12 Months
30. Who has any condition or is under the influence of alcohol or any substance which may impair their ability to drive
31. **You** will immediately inform the **Us** of any fault in the vehicle and will not use the vehicle whilst it is in an unroadworthy condition.
32. **We** accept no responsibility for delays and/or consequential losses from breakdown or from any other circumstances.
33. **We** will not waive any rights under this agreement except in writing signed by a duly authorised representative.
34. If for any reason the vehicle described overleaf, or any other vehicle from time to time being the subject matter of this agreement, shall become unroadworthy for whatsoever reason, **We** shall have the right at **Our** discretion, and not otherwise, to replace the vehicle with an alternative vehicle of similar seating capacity and performance, but if no such alternative vehicle is available or, if the Lessor shall decline to provide an alternative vehicle, then there shall be credited to the customer such of any hire charges paid by him as represents the unexpired portion of the hire period, **You** shall have no other claim whatsoever against the **Us**.
35. **We** may terminate the **Rental Period** immediately if in **our** opinion **you** will be unable to recover any of the ongoing **Hire Charges** from the **Third Party**.
36. **We** may terminate this agreement immediately if (a) **We** believe **You** have given **Us** or the **Appointed Representative** any information about the **Accident** or the **Claim**

which is false or misleading in any significant respect; or (b) **We** believe **You** have breached the terms of this agreement in any significant respect.

1. Where **We** terminate this agreement under clause 4.8: (a) any unpaid **Hire** or **Repair Charges** become due and payable immediately; (b) **You** must return the **Hire Vehicle** immediately; (c) **We** may take any lawful step to recover the **Hire Vehicle** from **You** and **You** will meet **Our** expenses in doing so; (d) **You** authorise **Us** to enter on to private property to effect recovery of the **Hire Vehicle**; (e) We may instruct the **Bodyshop** to stop any work in progress on **Your Own Vehicle**; (f) **We** may retain or instruct the **Bodyshop** to retain **Your Own Vehicle** until all of the **Total Charges** have been paid.
2. It is not permitted to use a mobile phone whilst driving this vehicle. Should **You** be involved in an accident whilst on a mobile phone **You** will be liable for the full repair costs regardless of signing for either the Excess option or the CDW option.
3. **You** shall allow **Us** and **Our** representatives from time to time to inspect and test the vehicle and for this purpose, including repossession of the vehicle, to enter any premises where the vehicle may be. **You** shall be responsible for the cost of any damage or cost reasonably incurred by the **Us** or its representatives in pursuing the aforesaid.
4. Breakdown service: - Please Note – Breakdown cover is in respect of mechanical/electrical breakdown ONLY. Incidents such as loss of keys, lock outs, running out of fuel, punctures etc. are not covered and will be subject to a surcharge.
5. Fuel:- please Note – cars must be returned with the same amount as stated on the delivery & collection form otherwise you will be subject to replacement fuel charged at

£2.00 per litre. Failing to pay this with 14 days may result in a £50 administration fee being added to the cost of fuel.

1. **You** will take reasonable care in ensuring the vehicle is secure when left unattended. **We** accept no responsibility for theft of personal belongings from the vehicle whilst it is in **Your** custody.
2. Smoking as defined by the ‘Health Act 2006’ is prohibited in any vehicle owned by the **Us**. Should smoking have taken place in the vehicle during the hire period, **You** may be liable to a valeting charge of £100.00.
3. Should any parking charges, fixed penalty notices or congestion charge be received by **Us**, **You** may become liable for an administration surcharge of £60 in addition to the original penalty.
4. Incorrect Fuel:- Any damage caused to the hire vehicle caused by **You** putting the incorrect fuel in the vehicle is **Your** responsibility.
5. This agreement contains the entire agreement between the parties in respect of the subject matter. Both parties acknowledge that in entering this agreement they have not relied upon any representation or undertaking whether oral or in writing save as expressly incorporated here.
6. For the avoidance of doubt the Notice of Right to Cancel is incorporated with this agreement.
7. We may hold and collect information from you for the purposes of performing this contract. These are covered under the updated General Data Protection Regulations (GDPR), our ICO number is ZA267966 Full details of how we process and store your information together with your rights in relation to this can be found on our website at [www.ccresponse.co.uk/privacy.](http://www.ccresponse.co.uk/privacy.)
8. The vehicle will not be taken outside of England, Scotland or Wales by the hirer or any authorised driver without the without the written permission of the lessor.

**I hereby confirm that I have read and understood the Terms and Conditions outlined above and that by signing I am entering into a contractual arrangement and bound by its terms.**

**I also confirm that I was granted the opportunity of reviewing these terms in larger print.**

****

**Signature:**  ………………………………………… **Date of Agreement:** …………………………

|  |  |  |
| --- | --- | --- |
| **Complete if non-standard insurance risk** | | |
| **I understand I am classified as a non-standard driver for insurance purposed because (please tick as appropriate):** | | |
| **1** | Of age (I am under 25 or older than 70 and hiring a standard vehicle) | {{nsi\_age\_yes}} |
| **2** | Of age ( I am under 30 or older than 70 and hiring a vehicle of category F, P, or SP) |  |
| **3** | Of occupation (I am in one of the following groups: Professional – Sportsmen/Women, Actors, Entertainers, Gamblers and Musicians, Publicans, Journalists) | {{nsi\_occupation\_yes}} |
| **4** | I have held a full driving licence in the UK for less than 12 months | {{nsi\_driving\_licence\_yes}} |
| **5** | Of convictions/points (I have convictions resulting in an unspent ban or 7 or more outstanding points in the last 4 years) | {{nsi\_convictions\_points\_yes}} |

**I have read and understood the above and I believe that the answers I have given are true**

**SIGNED:** ……………………………………………………….

**NAME IN BLOCK CAPITALS:** {{client\_name}}

**DATE:** {{current\_date}}

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| --- |
| **Storage Agreement** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Client Details** | | | | | |
| **Name:** {{client\_name}} | | | | | |
| **Address:** {{client\_address}} | | | | | |
| **Contact Number:** {{client\_phone\_number}} | | | | | |
| **Date of Birth:** {{client\_date\_of\_birth}} | | | | | |
| **Vehicle Details** | | | | | |
| **Date of Accident:** {{accident\_date}} | **Registration:** {{client\_vrn}} | | **Make/Model:** {{client\_vehicle\_make\_model}} | |
| **Storage Facility:** Stockport | | | | | |
| **Date in:** {{storage\_from}} | **Date Out:** {{storage\_to}} | **Total Days:** {{days\_in\_storage}} | | **Rate Per Day:** £ {{storage\_fee\_per\_day}} |
| **Recovery Charge:** £ {{recovery\_amount}} | | | | | |
| **Total Amount:** £ {{total\_storage\_amount}} | | | | | |
| **My duty to keep my losses to a minimum and in particular:**   1. If I do not need to keep my vehicle in storage, then I should not do so 2. If I have another suitable free storage facility available to me, either being my own or through immediate family, I should use it rather than use a storage facility on a credit basis   I understand that if I choose to keep my vehicle in storage on a credit basis scheme, I am personally responsible for paying storage costs which I would not have incurred had I used a storage facility available at no cost.  I have fully read and understood the above and wish to proceed with keeping my vehicle in storage on a credit base scheme. | | | | | |
| **CloseSIGNED BY CLIENT:……………………………………………………………………….** | | | | | |
| **SIGNED BY REPRESENTATIVE:……………………………………………….………..** | | | | | |

|  |
| --- |
| **General Terms of Agreement Mitigation Questionnaire/Statement of Truth** |

1. As the accident wasn’t my fault, the cost of the hire, although my responsibility, will form part of my uninsured loss claim and will be pursued on my behalf against the party at fault
2. Have you received an offer of a replacement vehicle from the at-fault insurer? **{{offer\_received}}**
3. Was the offer of a replacement car acceptable? . If No, reason:
4. I understand I have an obligation to arrange temporary repairs to make my own vehicle legally driveable where practical and economical.
5. I needed a car and had to hire as no other suitable alternative transport was available to me after the accident. I need to hire a vehicle because:
6. I understand the vehicle is not free, it is a hire car and not a courtesy car.
7. I understand that I am responsible for payment of any fines, congestion charges, parking violations and any other charges during the period the vehicle is hired to me. Any charges incurred will be paid by me upon receipt of the appropriate invoice.
8. I further confirm that the reason I have chosen to hire a vehicle on a ‘Credit Hire’ basis is that to hire a vehicle from a mainstream car hire provider for an indeterminate period and pay in advance would place me under undue financial pressure.

I hereby confirm my understanding of the above, and further confirm I do not have the use of any other suitable vehicle, nor have had the offer of a suitable alternative vehicle.

I believe that the facts stated in this mitigation statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

****

**Signed:** …………………………………………………**dated:** ……………………………………………

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| --- |
| **Important Hire Information** |

* Please ensure that you have read all terms and conditions on the Hire Collection and Return Form.
* This vehicle is used by multiple hirers, as such **Smoking in the hire vehicle is strictly prohibited.** A £50 valet charge will apply to any vehicle smoked in.
* Failure to return the car clean inside and out will result in a £50.00 valeting charge which we will require you to pay when the car is returned.
* Any parking or traffic violation tickets are your responsibility and must be paid by you, including any administration fees that have been charged by the leasing company. Should CC Response NW receive notification of any unpaid fines a further administration fee of £60.00 will be levied by CC Response NW.
* If you are arranging insurance cover via your own policy, we will require written confirmation of cover from your insurers prior to releasing the hire vehicle to you.
* If insurance is being provided by CC Response NW, **only the named driver can drive** the vehicle unless otherwise arranged and confirmed with CC Response NW.
* Should there be any damage sustained to the vehicle whilst in your possession, you must notify CC Response NW immediately on 0161 639 0141 with the following details of all parties involved:-

**Name, registration, details of insurance, make and model of their vehicle**

****

Signed…………………………………………………

****

Print……………………………………………………

****

Date……………………………………………………

|  |
| --- |
| **Form of Authority** |

I {{client\_name}} of {{client\_address}} authorise and request CC Response NW Ltd ("The Company") to recover all uninsured losses arising from a road traffic accident on . I agree not to accept any payment in settlement of my claim from any source other than the Company or my Solicitor (should I have instructed one).

I authorise my Solicitor to disclose to the Company any or all relevant details, offers or any other developments relating to my claim. I undertake to co-operate fully with the Company at all times.

Further, I authorise the Company or my Solicitor to accept any settlement monies on my behalf and make payment of the charges to any supplier of goods where costs have been incurred by me from any damages received in respect of my claim including any interim payment of damages.

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Signed.............................................................................. Date……………………………….

Name: {{client\_name}}

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| --- |
| **Notice of right to cancel** |

**Date:** {{current\_date}}

You, {{client\_name}}have the right to cancel this contract if you wish. This right can be exercised by delivering, or sending notice to, CC Response at any time within the period of 14 days starting with the receipt of this notice. The notice of cancellation is deemed to be severed as soon as it is posted or sent or in the case of electronic communication from the day it is sent. If work on the above contract has begun, with your written agreement, before the end of the cancellation period, you may be required to pay for any goods or services supplied.

You may use the cancellation form provided below only if you wish to do so.

**Please Initial to confirm receipt of this notice**…………….

If you wish to cancel the contract you must do so in writing and deliver personally or send (which may be by electronic mail) to the person named below. You may use this form if you want to but do not have to.

Complete, detach and return this form (Only if you wish to cancel the contract) if you wish to cancel then the vehicle should not be used after notice is given and be available for collection.

To: CC Response, Unit 2, West Street, Stockport, SK3 0DF Or Email to: [claims@ccresponse.co.uk](mailto:claims@ccresponse.co.uk)

I ......................................................................, hereby give notice that I wish to cancel my contract.

Signed…………………………………………

Name………………………………………….

Address………………………………………………………………………………………………………...

Date……………………………………………

|  |
| --- |
| **FREQUENTLY ASKED QUESTIONS (FAQ)** |

This FAQ sheet gives you information about our services. It is supplied together with our hire agreement, which gives additional information. You should read both carefully before you sign the hire agreement and ask us if there is anything you do not understand. We are happy to give you as much time as you need to read these documents before you decide to sign the hire agreement.

**Who are we?**

We are CC Response NW Ltd trading as CC Response NW Ltd and Motor Claims Line.

**What services do we supply?**

CC Response NW Ltd are a car hire company that provides specialist car hire facilities, known as ‘Credit Hire’, to people who have been involved in a road traffic accident that was the fault of an identifiable, negligent third party. Subject to your case being considered ‘Non-Fault’ and we consider you have reasonable prospects of a full recovery of your losses, CC Response NW can supply a hire vehicle suitable to your needs; this will usually be comparable to your own vehicle. We will then recover the charges for the hire car from third party’s insurance company.

We can also arrange for your damaged vehicle to be repaired at an approved garage or alternatively a repair garage of your choice. If your vehicle is damaged after an accident, and you have no free place of storage, we can also arrange to collect and store your vehicle. If your vehicle is damaged beyond economical repair, we can also arrange for it to be disposed of for you. We can assist you in claiming all of the above charges from the third party that damaged your vehicle.

**At what point do you supply me a hire car?**

A hire car will be supplied when your vehicle goes in for repair or immediately should your vehicle be legally unsuitable for use on the public highway.

**How long do I have the hire car for?**

Theoretically, either until your car is repaired or, in a total loss situation, until we receive your vehicles total loss payment. We aim to have the engineering evidence disclosed to at fault insurer within 10 days. The time it takes an insurer to make a payment is then out of our control. On average, should liability be accepted, settlement of your vehicle damage takes around five weeks. However, certain insurers do have backlogs which may extend the hire beyond the average. We will chase settlement on a weekly basis keeping you fully updated as we do.

**Am I responsible for the hire charges?**

You are legally liable for the charges you incur in hiring a vehicle from us; but we will recover them from the third party. We will not ask you to pay the charges provided you have complied with the terms of the agreement and co-operated with us or any solicitor you instruct, throughout your claim.

**Are you my insurer, part of or acting on their behalf?**

No, CC Response are totally independent, ensuring you received sound impartial advice and assistance.

**What if I receive a letter from the third party?**

Some third-party insurance companies may use the details that we provided to contact you directly. If they do, please let us know immediately. If you have legal representation the insurance company should not be contacting you directly as this may prejudice any claim you are making against them. It is unfortunately the case that some insurers will try to obtain information from an innocent party so that they can avoid liability for the accident or any claim that you are making. We strongly advise you to ignore any correspondence from the third-party insurer and instead pass it on to us or your legal representative/solicitors.

**How do I contact you?**

CC Response NW LTD, Unit 2, West Street, Stockport, SK3 0AX

Contact Number: 0161 639 0141

Email: claims@ccresponse.co.uk

**Right to cancel**

You have a right to cancel our agreement after you sign it. Please see the attached agreement, which contains a notice of the right to cancel, and details of how you cancel, as well as an optional cancellation form.

Because customers are usually anxious to get back on the road as soon as possible, they normally ask us to supply the hire vehicle before the end of the cancellation period. Where this happens, you do not lose your right to cancel, but if you cancel, we will be entitled to ask you to pay our charges up to the date of cancellation but even then, we will of course seek these back from the at fault insurer.

**Complaints**

We aim for the highest standards of customer service. If you have any complaints, we will do all that we can to resolve them. We have a complaints handling procedure, and we will supply this to you immediately upon request. Please contact us using the details given above or, email to claims@ccresponse.co.uk

**Charges**

The charges which we will pursue from the person who damaged your vehicle are stated on the front of our attached agreement. This rate is known as the standard ‘Credit Hire’ rate, it is not necessarily the rate that is recoverable. The rate recoverable is governed by a hirers financial standing. It is now standard for an at fault insurer to request documentation that supports the hirers financial position. In order to streamline their request and, in readiness of us sending the hire charges to the insurer, CC Response NW use ‘ISAGI’ which is powered by Experian. This highly confidential soft search and open banking facility allow us to assess your financial information and share this with the at fault insurer to expedite the settlement of the hire charges, reducing the likelihood of any protracted court proceedings to assess your settlement. A link and detailed letter will be sent to you in due course.

Because the length of time for which you will need a car is unknown, we cannot state the total cost, but we have stated the daily cost for hire. These figures include VAT. The final figure will depend on the number of days hired.

We reserve the right to settle hire rates with any insurer as less than invoiced without notifying you. Any shortfall will be purely a commercial decision by CC Response NW and again you will NOT be responsible for unrecovered hire charges if we agree to settle for less.

We do not make any additional charge for deferring our charges for a fixed credit period while a claim is made against the person who damaged your own vehicle.

You may also incur additional charges for the following:

**Fuel:** Should the hire vehicle not be returned with the same fuel as delivered. If we or our supplier are required to fuel the vehicle we will charge £2.00 per litre and forward this cost on to you.

**Parking Fines:** Should we have to pay the fine on your behalf you will have to pay the cost of the fine, plus and administration fee of £60.00 including VAT.

**Valeting:** Should the hire vehicle require a valet on return due to being excessively dirty or if the vehicle has been smoked in you will be charged £100.00

**Tyres:** Tyres always remain the hirers responsibility. Should a tyre(s) result in negligent damage or punctures, it will be the hirers responsibility to repair or replace.

**Performance**

Once you need the replacement vehicle we will deliver it as soon as possible. At the end of the hire period, we will collect the hire vehicle promptly. Once the hire is over, we will present a claim for our charges to the insurer of person who damaged your vehicle. You must pay our charges as soon as they are recovered from that person, or otherwise at the end of the credit period. Please see the attached agreement for further information about when our charges become payable (for example if you break the terms of our agreement).

**Duration**

The maximum length of hire under the agreement is 89 days. You can end the hire at any time. We can end it in certain circumstances: e.g. if we consider that you should no longer need a hire vehicle, or if we do not believe you will recover our charges, or if you have breached any of the terms of the agreement which are contained in the hire agreement. After the conclusion of the hire period, your obligations under the hire agreement continue until the claim is concluded (which could include a final trial date) or we have accepted an amount for the hire charges.

**Deposit**

We may take from you a £50 deposit prior to the hire. Should the hire vehicle be returned with less fuel than delivered or should the vehicle be returned damaged or requiring a valet, the £50 will be retained as full or part payment towards the cost incurred.

I confirm I have read the above and have been given the opportunity to ask any questions.

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Name: ……………………………………………… Signed: ……..……………