

New Terms and Conditions for J.A.Fisher Cars Limited t/a JAFVANS as of 01.01.2014

1. Definitions

- 'I', 'me' and 'my' refers jointly and severally to the person or persons who are the customers. 'This Agreement' means the Rental Agreement or Contract of Hire, the Insurance Motor Rental Agreement and these Terms and Conditions. In the event of any discrepancy between these Terms and Conditions and any other Jafvans literature, the provisions of these Terms and conditions apply.
- 'Customer' means the person or persons nominated as the hirer on the Rental Agreement and any person whose debit/credit card is presented in payment of the customer's charges.
- 'Rental Period' means the hire period referred to on the Rental Agreement or any agreed variation thereof and any additional period during which the vehicle is in the customer's possession or control.
- 'Vehicle' means the vehicle as described on the Rental Agreement and includes tyres, tools, accessories, any other special equipment and any replacement or substitute vehicle which may be provided at the discretion of Jafvans.

2. Licences and Eligibility

I acknowledge that:

- Drivers must be between 21 and 70 years age, of good health and have a full valid driving licence for more than 2 years. Some vehicles have higher minimum/maximum age restrictions. Check price list for details.
- Production of both the paper and plastic parts of a valid, clean driving licence is required from all drivers at the start of the rental. Any endorsements/points and/or disqualifications, current or pending, must be declared at the time of booking and/or collection, with the understanding that drivers can only be covered if they are within the scope of our Insurance. Furthermore, if the driver receives any notice of endorsements/points and/or disqualifications they must notify Jafvans immediately and cease use of the vehicle until insurance cover is confirmed.
- Further identification must be produced in the form of a bank or credit card statement that has your current home address, along with a debit/credit card, passport and/or anything else that we may need to verify your identity and address. In the event of moving, a document proving your new address must be produced.
- No rental will be undertaken for anybody who has had an 'at fault' accident in the last 12 months, or more than one 'at fault' accident thereafter up to the last 3 years. If that one accident has cost an insurer more than £1500 combined for all claims, no rental is allowed.
- I am the only permitted driver unless agreed by Jafvans and listed on the agreement. All additional drivers agree to be bound by the Terms and Conditions of this Agreement.
- Details and presence/signature of additional drivers are required as above.
- I must answer truthfully all questions on the insurance proposal incorporated in this agreement. I must inform Jafvans of any changes to my address or circumstances if they are using information from their database, given on a previous rental. The same is the case for addition drivers.
- I must inform Jafvans of any change of address, telephone numbers or occupation that take place during the rental.
- I will not be permitted to rent a vehicle if I have been placed on Jafvans Bad Risk register, and in that case Jafvans may share that information with other rental companies, Police or other bodies who operate to reduce further risk of any type to the self drive industry.
- Jafvans reserve the right to refuse rental to any person without giving a reason.

3. Charges

I agree to pay Jafvans:

- All rental charges and security/rental deposit as published by Jafvans
- Any amounts due in respect to any claims resulting from my hiring of a vehicle from Jafvans, a deposit (in addition to the hire charge) as security against loss or damage to the vehicle however caused to the vehicle and its accessories until the vehicle is checked in by the company. The amount of double that deposit charged will be the hirer's liability per incident/claim, for which the hirer is liable for damage to and/or claims arising from the vehicle while in custody of the hirer. If the vehicle is left outside the company premises it remains in the custody of the hirer until the next official opening of that office. The liability for drivers aged 21-24 years is double the standard liability. For a company using Jafvans insurance 'on account', the liability is the same as above.
- The cost of windscreen replacement if it is damaged during the hire. This can only be covered by an addition payment at the commencement of hire. No cover for windscreens is included in standard hire charges.
- For any damage to the vehicle and/or to third party property above 6 feet high (1.83m)
- For any damage to a Luton box or any other box type van.
- Any damage caused by an insecure load of any kind.
- A liability of £1700.00 for any vehicle that is stolen while in my possession including up to the time when it checked in by Jafvans staff if it is left outside their offices when they are closed. If the keys were left in the vehicle or not returned when reported stolen to Jafvans, the full value of the vehicle at the market rate is due.
- All other additional charges as they are incurred, including but not limited to, government/local authority seizing or impounding fees and duties, parking and traffic infringement penalties, road toll fines, congestion charges, and associated administration costs, including Jafvans admin cost of £15 per infringement that we have to deal with, together with any loss of income while Jafvans cannot rent out the vehicle. Any recovery costs as a result of the above.
- Any charges arising from HM Customs & Excise or any local authority seizing or impounding the vehicle, together with a loss of income charge while Jafvans cannot rent out the vehicle, plus all recovery costs.
- Any other fees or charges payable by me pursuant to this Agreement. This includes any costs incurred by Jafvans as a result of any breach by me of the terms of this Agreement.
- A cleaning fee of £30.00 if the vehicle is not returned with a clean interior.
- Full cost of repairing any vandalism to the vehicle.
- The full cost of restoring the vehicle's interior and/or exterior due to damage by paint, glue, chemicals, oil, tar, concrete or similar that is not easily cleaned, however caused during the rental.
- The cost of refilling the tank to the amount of fuel it had when the hire commenced. Plus a 25% refuelling charge. There is no warranty of fuel tank size or fuel consumption. Any figures suggested are approximate and for guidance only.
- The cost of puncture repairs. Replacement of damaged tyres, wheels or undercarriage caused to the vehicle while in the hirer's custody and control.
- The cost of changing tyres if I am unable to do so.
- By Debit Card (free) or Credit Card plus 3% non refundable charge, for all or either the rental or deposit and cash for the balance. Whichever card I use, I authorise Jafvans to deduct any further rental and/or charges that fall due under this Agreement. I will acknowledge these charges to my Card provider.

Furthermore:

- There are no refunds for unused fuel, early returns and late pickups.
- Also see accident reporting penalty under accidents.

4. General Use

I acknowledge that the vehicle will not:

- Be used for any illegal purpose.
- Be used for any kind of rally, race/contest, track days, towing or pushing.
- Be used for hire or reward of passengers, nor use to carry more passengers than it has seat belts for.
- Be overloaded with any items that exceed the weight capacity of the vehicle. Any load must be loaded evenly, safely and with the individual axle loads in mind.
- Be driven with any load over hanging the body. (All loads to be securely attached)
- Be driven with any load on the roof of the vehicle.
- Be damaged by submersion or have contact with salt water
- Be left unattended with keys in the ignition or anywhere else in it.
- Be driven on roads that have not been sealed with bitumen or concrete.
- Be driven in a manner that was dangerous or cause damage, but only in a careful and considerate way.
- Leave the shores of mainland UK without the written permission of Jafvans, paying a premium, and having AA 5 star cover or equivalent before leaving. Should a vehicle be discovered to be in any country without written permission, a £300.00 penalty plus any other liabilities under this contract will be payable on demand.
- Be driven in a way that would contravene any laws or regulations in any country the vehicle may be used.

- Be used for any purpose that contravenes the Insurance policy, and further undertakes not to use the vehicle after the expiry of the hire agreement unless first paying for and receiving a hire extension form. (Extensions of hire are only given subject to availability and must be paid for in advance.)

Furthermore:

- The hirer shall at all times be responsible for the safe keeping of the vehicle.
- In the event that the hirer allows a person to drive the vehicle that is not registered as an additional driver on the Contract, a penalty of £300.00 will be charged. The hire may also be terminated and no refund of rental charges will be given. The company also reserves the right to place the hirer on a bad risk register and inform the Police. Jafvans will refuse further rental. In the event of an accident, the hirer and/or the uninsured driver will be liable for the full cost of all claims and recovery of the vehicles.
- Any time, grace or indulgence granted to the hirer by Jafvans shall not prejudice the strict rights of Jafvans under the terms of the hire agreement.
- Acceptance of the vehicle by the customer, confirms acceptance of the Terms and Conditions set out in this Agreement and implies acceptance of the vehicle in good order and sound mechanical condition.
- The vehicle must be returned to the office that the rental started, in the same clean and good mechanical condition as it was at the commencement of the hire.
- The customer is responsible for the proper maintenance of the vehicle during the hire, including checking of oil, water, brake fluid, lights and tyres and reporting any defect immediately to Jafvans so that it can be rectified. Should failure to maintain the vehicle cause Jafvans policy to be invalid in any way, the customer will bear the cost of any accident or damage that may occur. In the event that mechanical damage occurs due to negligence of the maintenance, hirer will bear the full cost of the repairs to the vehicle.
- Jafvans reserves the right to terminate the rental Agreement and take possession of the vehicle without notice and without reason. Any unexpired rental will be refunded, providing this Agreement has not been broken by the hirer. Jafvans will not be liable for any loss or delay or any other claim resulting from the repossession.
- The vehicle will remain the absolute property of Jafvans at all times. The hirer shall not dispose of or lend or hire the vehicle or allow any loan or pledge of any kind to be made against it.
- The hirer shall not be permitted to authorise any repairs to the vehicle. Jafvans will not be liable to the hirer or any third party for any repairs that have not been authorised in writing.
- In the event that the vehicle left outside Jafvans premises when closed, it remains the responsibility of the hirer until the next official opening of that office.
- In the event that the hirer fails to return the vehicle to Jafvans at the termination of the hire period, the hirer shall be liable for the cost of all enquiries and recovery of the vehicle.
- In the event that the rental exceeds 28 days, the hirer must return sign a new Rental Agreement.
- For late returns, 25% of the daily charge per hour is charged, unless the next hire is lost, in which case 1 day will be charged.
- The Hirer is liable for the full rental period. No refunds will be made except at the discretion of the owners. In such a case minimum of 24 hours notice must have been given
- No responsibility of any kind will be taken for items left in the vehicle, whether on normal return or if the vehicle is collected for any reason. Should items of possible value or use be found in the vehicle, we will keep them for 2 weeks before disposing of them. It is the customers responsibility to ask for and collect any items. If there are outstanding charges, they must be paid before release of any goods.
- Any verbal or physical aggression towards Jafvans officers or staff will not be tolerated and will result in customers being put on bad risk, hire terminated and Police being called.
- Signing this agreement supersedes any terms of supply.

5. Accidents

In the event of an accident or incident involving another vehicle or person, the driver will do the following in this order:

- Not make any admission fault or liability.
- Take the registration number(s) of the third party vehicle(s) involved, and the driver's name address and phone number
- Take the name and address and phone number of any witnesses.
- IMMEDIATELY ring the 24 hour Accident Management number given to you on collection of the vehicle and available in the vehicle cab or from Jafvans office during office hours and the emergency line on the rear of the contract out of hours.
- Do anything that the Accident Management staff ask of you do.
- Complete an accident report the same day and submit it to the Accident Management or Jafvans Harrow office.

Furthermore:

- Failure to ring the Accident Line immediately and speak to an operator will render the customer liable for all costs that develop from any accident or incident. An initial penalty of £200.00 in addition to the excess of the same amount published for that vehicle will be taken whenever we receive notification by anybody of an accident or incident involving Jafvans vehicle outside of the first hour after such happening.
- In the event of an accident that is your fault, any hire charges that have been paid for the period agreed will be lost. No replacement vehicle will be provided. At Jafvans discretion, it will normally refuse to cover any further rental unless the damage is of a minor type, in which case the excess needs to be paid before the hire continues.
- The hirer shall be liable for all recovery costs after an accident, regardless of fault, to Jafvans premises or to their chosen repairer. Providing the third party pays out, these costs can be recovered providing Jafvans vans have been given the receipts within 14 days of the accident.
- In the event that there is a dispute over any accident or incident, the driver must be helpful to anyone whom Jafvans employs to get a settlement. The driver must agree to attend court if the need arises to get a successful conclusion to any claim. Should the driver refuse to co operate in any way and the claim is lost as a result, the customer will be liable for the full amount of damages, injuries and costs of both Jafvans and the third party(s) (Less than 10% of cases actually get to court)
- Should an unreported accident come to light after the deposit has been refunded, Jafvans reserve the right to take double the rental deposit, as is your liability, from any payment card(s) used without giving notice. All other conditions will also apply.

6. Own Insurance

- In the event that the hirer uses their own domestic comprehensive insurance, they must supply a copy of the insurance cover note and details of the broker that arranged it. The broker must be aware that the vehicle belongs to Jafvans and the cover must not cease before the end of the hire. Any excess must be paid by the hirer along with any other liabilities that become due because of any failure of the insurance company to pay out whether for damage or theft. Any damage must be shown to Jafvans and the repairer made known and agreed before the repairs are carried out. All repairs must be completed before the return of the vehicle. Hire charges must be paid in advance until the vehicle is returned.
- In the event that the hirer is a company using their company insurance for the rental, a company order and insurance certificate must be supplied stating that the cover is comprehensive and will be used for the full period of rental. Any excess must be paid by the hirer along with any other liabilities that become due because of any failure of the insurance company to pay out whether for damage or theft. Any damage must be shown to Jafvans and the repairer made known and agreed before the repairs are carried out. All repairs must be completed before the return of the vehicle. Hire charges must be paid in advance until the vehicle is returned. In the case of theft, hire charges apply until settlement for the vehicle is received.
- In the event that the vehicle is returned out of hours, the hirer is responsible for the insurance of that vehicle until the next official opening of our office.