Tel: 07973 563855
www.raw-rides.co.uk

Registered in England No. 15340702
VAT Reg No: 485 1072 88

# General Terms and Conditions

**Raw-Rides hereinafter referred to as "We" or "Us". Whereas Raw-Rides aims to make the hire of our vehicles a most enjoyable experience and the booking process as easy as possible in order to protect both parties and to avoid disappointment it is essential that you acquaint yourself with our terms and conditions in order to ensure everything goes smoothly before, during and after your hire. You are reminded that our cars are unusual and unconventional – please treat them with respect. They are more demanding and tiring to drive than typical modern vehicles and this should be considered when planning your drive.**

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| Definitions: | Owner/We/Us: | Raw-Rides Ltd |
| | Customer/Hirer: | The person paying for vehicle hire. |
| | Driver/Nominated Driver: | The person(s) entitled and insured to drive the vehicle. |

We reserve the right to refuse to hire any vehicle at our sole discretion.
Hirer / Driver own vehicle may be left at our premises entirely at own risk.
This agreement is a contract subject to English Law and to the exclusive jurisdiction of the English courts.

Liability
Nothing in these terms and conditions shall limit or exclude our liability for death or personal injury caused by our negligence, for fraud or for any other liability that cannot be lawfully excluded.
Subject to the above, our total liability, in contract, tort (including negligence) or otherwise, howsoever arising, under this contract shall be limited to the total sum payable to us, as set out in the hire contract. We cannot be held liable for any consequential or indirect loss caused by an event making the car unavailable; including but not limited to breakdown; accident, howsoever caused; bad weather making driving unsafe. We recommend that clients take out insurance against the hire being foreshortened or cancelled by such events.
We will not be liable for any failure to perform, or delay in performance of, any of our obligations that is caused by an event outside our reasonable control.

1. Driver Requirements

Driver Must:

a. Have held a full UK, EU, USA, Canadian, Australian, New Zealand or EEA including Switzerland driving licence for not less than 2 years. Overseas licence holders, resident in UK, may use their EU / EEA licence provided they have not been resident more than 3 years (if you are resident for longer than 3 years you must apply for a UK licence). Overseas Licence Holders, resident in the UK, from other permitted countries may only drive on that licence for up to 1 year before applying for a UK licence. Drivers from outside permitted countries may still use our vehicles at the discretion of our insurers – please contact us in advance of booking. Non-UK Licence holders are required to pay an additional £250 security deposit above published rates.

b. Have not more than 2 x 3 points on their licence (for minor offences e.g. SP30) – a single offence resulting in 6 points COMMITTED OVER THE PREVIOUS 4 YEARS must be referred

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please contact us. At our sole discretion, and on application at least 14 days prior to hire, we may refer to our insurer for an extension of cover should this criteria not be met. This may incur additional security deposit.

Have not committed any serious offence AT ANYTIME including, but not limited to, THOSE LISTED BELOW MUST BE REFERRED TO US BEFORE BOOKING:

| | |
|---|---|
| AC | Failing to stop after an accident / Report an accident within 24 hours or other related charge |
| BA | Disqualified Driver |
| CD | Careless Driving |
| CU80 | Breach of requirements as to control of the vehicle, mobile telephone etc. |
| DD | Dangerous Driving |
| DR | Drink/Drug Driving |
| IN | Using an uninsured vehicle |
| LC | Licence offence related to medical conditions |
| MS | Miscellaneous Offences |
| NE | Non endorsable offence for which you can be disqualified |
| SP | Resulting in a 6 point penalty for a single offence |
| TT | Disqualification through totting up points |
| UT | Theft or unauthorised taking of a vehicle |
| XX | Disqualification through totting up points |

At our sole discretion and on application at least 14 days prior to hire, we may refer to our insurer for an extension of cover if the number of claims is exceeded. This may incur additional security deposit.

c. Have not had more than 1 claim (fault or non-fault or pending incident) for accidents or loss during the previous 3 years. At our sole discretion and on application at least 14 days prior to hire, we may refer to our insurer for an extension of cover if the number of claims is exceeded. This may incur additional security deposit.

d. Not be suspended from driving or have previously received a ban or disqualification (this will require referral) contact us

e. Be in possession of a valid licence which we will require sight of. You are required to provide proof of points via the .gov.uk web site effective from 8th June 2015. We will explain in correspondence what you will need to do.

f. Not have been refused insurance at any time, nor has had their insurance cancelled.

g. Not be subject to any mental or physical defect or infirmity or suffers from fits, or major medical complaint.

h. Be aged between 25 and 79 years inclusive.

i. Be over 5’5” and under 6’3” tall and weigh less than 16 stone. If you are outside these measurements then please discuss with us before booking.

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j. Consent to verification of information provided by to us via DVLA or any other source.

k. Disclose all relevant information on our Insurance Proposal form as failure to do so may render our insurance policy invalid or result in rejection of any claim. If you also fail to adhere to these terms and conditions relating to use of the vehicle we will hold you solely responsible for any losses, including consequential loss and third party claim, damages and legal fees resultant (including any inspection of the car for damage following misuse) for which you agree to indemnify us.

l. Provide a security deposit at the time of hire. We reserve the right to increase the security deposit if required by our insurer. This will be in the form of a debit or credit card for which we will obtain a preauthorised code for the surety amount. This will cover any excess due on the insurance policy should an accident or damage occur or will offset any additional charges due in respect of items not covered by our insurance including; damage to tyres, clutch or wheels. Other additional charges will be incurred if the vehicle is returned with a petrol tank shortfall. If no additional charges are due the security deposit will be returned in full to Customer.

**m. Provide two forms of identification, in addition to original driving licence, of which one must be photographic (e.g. passport) and the other must identify the drivers current permanent residence (e.g. utility bill) which must match the address on driving licence. Originals must be available on the day of the hire. In addition to the driving licence (photo-card or pre 1998 paper copy) for UK licence holders we also require your driver record downloaded and dated within one week of the hire from the .gov.uk web site DVLA section.**

n. Consent to a photograph being taken at the time of hire.

o. Under the General Data Protection Regulation 2018 consent to records being held in order that we can apprise client of our other offers and services and retain to comply with insurance and financial regulations. Please see our Privacy Policy "Raw-Rides Ltd Privacy Policy".

p. Be responsible for any fines, penalties, court costs or other expenses imposed on us arising from the use of the vehicle during the hire period, except insofar that the court action is the fault of Raw-Rides Ltd.

q. Use all security devices fitted to or otherwise made available for the safekeeping of the vehicle.

r. Comply with the Highway Code and all laws pertaining to the Road Traffic Act whilst using the vehicle.

s. Indemnify Raw-Rides Ltd in the event of any parking fines and/or loss of earnings whilst the vehicle in impounded as a result of the fault of the driver.

t. Be fit to drive and not be under the influence of alcohol or drugs whilst using the vehicle. Drugs shall be deemed to include any medication, prescribed or not, which on the written advice of the supplier may cause drowsiness.

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u. Report any accident or theft to the police immediately and obtain a crime reference number. Accidents are only reportable where they cause damage to property and/or injury to persons and certain categories of domestic animal or livestock.

v. Advise us immediately on 07973 563855 of the accident or theft and police crime reference number in order that we can expedite the matter with our insurers.

w. Obtain names and addresses of witnesses to any accident involving our vehicle in addition to any third party involved in the accident.

x. Not make any admission of liability in respect to any accident howsoever caused and must render every assistance to us and our insurers with respect to any proceedings that may be taken.

y. Complete the Accident Report form contained in the vehicle and deliver to us within 12 hours of the incident

z. Not leave the scene of the accident unless necessary in order to receive medical treatment until such time as the vehicle is in the safe custody of Raw-Rides Ltd appointed agent for the purpose of repair or recovery.

aa. Inform us immediately of any fault or failure of a component part of the vehicle. Driver must remain with the vehicle at the roadside whilst waiting for assistance / recovery.

bb. Must advise in advance, as they will need to be referred to our insurer, if the driver is involved in the following professions; engaged wholly or partially in professional entertainment or professional sport or modelling.

cc. Sign a copy of these terms and conditions.

## 2. Customer Requirements

Customer Must:

1. Provide a £50 deposit at the time of booking to secure the vehicle of choice. The balance of hire charge is payable 14 days prior to commencement of the hire period for chauffeured services. Self drive hire balance is payable on the day of hire.

2. Pay the full amount in respect of a Gift Voucher at the time of purchase.

3. Nominate Driver(s) at time of Booking. Additional Drivers may be added at an additional charge per person, per day, provided they meet the criteria described in “1. Driver Requirements”, above, in full.

4. Consent to verification of information provided by you via credit agencies or any other source.

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5. Under the General Data Protection Regulation 2018 consent to records being held in order that we can apprise client of our other offers and services and retain to comply with insurance and financial regulations. Please see our Privacy Policy.

6. Give at least 28 days notice of cancellation for which an administration charge of £50 will be incurred. Notice received less than 28 days from date of hire will incur the full hire charge in accordance with the tariff for that vehicle and no refund shall be due. You and all Drivers are recommended to take out insurance to cover short notice cancellation of less than 28 days notice so that you can recover the charges from your insurance.

7. Use Gift Vouchers within 12 months of the date of issue. Gift Vouchers are transferable for both Driver (provided criteria of Driver Requirements under 1 is met) and vehicle but no refund shall be due in respect of unused Vouchers and they cannot be extended beyond the expiry date.

8. Be responsible for their personal property left on our premises or in our vehicle. We will not be liable for any loss or damage unless it can be shown to be the result of our negligence.

9. A booking (verbal or written) will be deemed as acceptance of these terms and conditions.

10. All drivers MUST be present at handover of the vehicle unless otherwise agreed by us.

## 3. Vehicle Restrictions

**Vehicle may not be:**

1. Driven by anyone other than the Nominated Driver(s).

2. Left unlocked or insecure whilst unattended. All security devices that are provided must have been in use whilst unattended.

3. Driven recklessly in a manner likely to cause personal injury, damage to the vehicle or any third party including driven through any ford or floodwater. Our vehicles are fitted with telemetry and trackers – this will allow us to view real time driver behaviour and if, in our opinion, damage is caused through speeding or harsh acceleration the driver will be held fully liable for that damage. If the Driver is responsible for any damage unrecoverable from our own or third party insurers then they will be held liable for full costs.

4. Used for any purpose that is not covered by our Schedule of Insurance, a copy of which will be provided to you on request.

5. Used for carrying goods of any description (save for personal luggage), passengers for reward, towing, any motor sport (including but not limited to any on or off road, trial, track, hill climb or rally without our express and written permission), pets, driving tuition or any illegal purpose. For the avoidance of doubt please ask.

6. Driven in an unroadworthy condition. The vehicle is provided to you in good roadworthy order but if should it become unroadworthy it must not be used on the public highway. You

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should immediately inform us of the circumstance and we will arrange for rectification of the cause by ourselves or a third party. Compensation in the form of partial refund and or future hire is available in the event of a breakdown not attributable to the hirer.

7. The vehicle must remain on mainland UK for the duration of the hire.

8. For the benefit of future Drivers, all our vehicles including roadsters, are completely nonsmoking and additional charges may be applied should smoke damage occur or additional cleaning is required upon the vehicles return.

**Vehicle must be:**

9. Used solely for social, domestic and pleasure purposes

10. Securely parked, off road, overnight and not left in a public car park.

11. Returned to us in an undamaged condition and containing a full tank of petrol of the correct type for that vehicle, together with all equipment provided with the vehicle at the time of hire including keys, security devices, maps, tour routes, tools and toolkit. Failure to do so will incur additional charges as described above.

**Vehicle is:**

12. Available for you to collect at your appointment time as detailed in your booking letter – failure to arrive on time will result in your hire being foreshortened or may result in cancellation if we are unable to accommodate your late arrival due to our other commitments. It is essential if you are going to arrive late that you provide us with as much notice as possible.

13. Hired for successive periods of 24 hours, unless otherwise agreed with Owners and may be collected from our premises. Hire period will not be extended if Hirer / Driver fails to arrive at agreed collection time. Failure to return on time may result in an additional hire period being charged.

14. Available for a maximum mileage of 100 miles per 24 hour period of hire, thereafter mileage shall be charged at the rate of £2 pound per mile.

15. Subject to availability. In the event of mechanical breakdown or circumstances beyond our control whereby the car of your choice is unavailable we will immediately contact the Customer and arrange to provide either a substitute vehicle for the original hire period or an alternative date for the chosen vehicle.

16. Available subject to no adverse weather conditions. Should we deem weather conditions to be unsuitable or dangerous you may choose to arrange an alternative date for hire or receive full refund.

17. Covered by fully comprehensive insurance and includes Breakdown assistance.

18. Provided with a full tank of petrol.

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19. Available for hire in periods of 24 hours, unless otherwise agreed, at the tariffs in issue at the time of booking. Hire may be extended subject to availability but cannot be hired for any period in excess of 30 consecutive days

20. Not designed to sit in traffic so we request drivers to avoid town and city centres during rush hour and heavy traffic to prevent the car from overheating especially on hot days. Please plan ahead and give yourself plenty of time to get to your destination bearing this in mind. Classics are simply not suited to driving on motorways or A roads at 70mph for long periods so please give yourself time to drive at a comfortable cruising speed with sufficient time to stop for rest breaks for both car and driver.

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