



TERMS AND CONDITIONS OF THE CAR HIRE CONTRACT

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Co. Reg. 3172580

What are the advantages of hiring a vehicle from Surepass?

By hiring a car from Surepass take all the risk and worry out of running the car. For example; the cost of installing (and removing) dual controls, all routine servicing, road tax and replacing worn tyres are all met by Surepass. Should your vehicle be off the road we will even provide a free replacement car* to keep you earning money, this enables you to concentrate on other areas of your business beside the car.

This takes the worry off your shoulders and means no unexpected costs, which in turn, allows you to forecast and plan your finances with more accuracy.

Because we are a dedicated and large driving school with over 23 years of experience in supplying cars to driving instructors, this has enabled us to negotiate the best prices, obtain the best deals and completely gear ourselves to providing you with the best possible solution for your needs. In short, we completely understand the industry and can help your business succeed.

When hiring a Surepass car you get ALL the following benefits:

- A brand-new car every 12, 24 or 36 months on fixed rental terms
- A second-hand car on daily, weekly or monthly rental terms
- All routine servicing and mechanical repairs included in your monthly rental
- Road Tax included
- Unlimited mileage
- Optional clutch maintenance
- No quibble tyre replacement i.e. punctures, and side wall damage included
- He-Man dual controls fitted
- Replacement vehicle*
- Fixed costs to allow accurate budgeting
- All rental costs are allowable against profit, reducing your tax liability
- Optional accessories
- Rental car can still be used when you are not working
- Insurance options for additional drivers
- Free delivery on contracts of more than 6 months

On top of all of these great benefits you will also have your own personal Customer Account Manager (CAM) who is dedicated to providing you with excellent customer service and can help you with any issues relating to your car, no problem is too small.

Talk to a Customer Account Manager TODAY. Call us now on 0161 728 6060 for a free quote and more information. You could be driving a Surepass car in less than 24 hours.

*Please see the Terms and Conditions for further details

Contents

Section	Item	Page
1	Your contract with us	4
2	Car hire period	4
3	Ordering a new car, contract extension	5
4	Relocation	5
5	Returning the car	5
6	Your responsibilities	5
7	Car insurance	6
8	Our responsibilities	6
9	Car hire charges	7
10	Data protection	7
11	Ending the contract	7
12	The Vehicle	7
13	Accounts	8
14	Clutches, Tyres, Breakdowns	8
15	Breakdowns	8
16	Servicing & Routine Maintenance	9
17	Changes to this agreement, the charges of our services	9
	Schedule 1	10
	Schedule 2 List of Charges	12

IT IS AGREED AS FOLLOWS:**1. Your contract with us**

- 1.1. When you sign the "New Car Order Form" or the "Vehicle Condition Report and Recurring Contract" you accept the conditions set out in the "Terms and Conditions of the Car Hire Contract."
- 1.2. Unless the context otherwise requires, each reference in the Terms and Conditions to:
- 1.3. "Writing" and any cognate expression, includes a reference to any communication effected by telex, facsimile transmission or similar means;
- 1.4. "The Terms and Conditions" is a reference to the Terms and Conditions and each of the Schedules, as amended or supplemented at the relevant time;
- 1.5. A clause or paragraph is a reference to a Clause of the Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
- 1.6. The parties include a reference to their respective personal representatives, heirs, successors in title and permitted assignees;
- 1.7. Any reference to a person includes anybody corporate, unincorporated association, partnership or any other legal entity;
- 1.8. Words importing the singular number include the plural and vice versa;
- 1.9. Words importing any gender include any other gender.
- 1.10. The headings in the Terms and Conditions are for convenience only and shall not affect its interpretation.

2. Car Hire Period

- 2.1. You will have the vehicle for the car hire period shown on the New Car Order Form or Vehicle Condition Report. The contract will only be renewed or extended providing:
 - 2.1.1. There have been no material breaches of the Terms and Conditions and there are no breaches of the Terms and Conditions outstanding.
 - 2.1.2. The hirer has substantially performed its obligations under the Contract to the satisfaction of Surepass Ltd.
- 2.2. The Car Hire Fee shall become due and payable by the last working day of every month.
- 2.3. Late payments on any amount set forth in this Clause shall bear an annual interest rate of 8% on the amount due and shall be calculated from the date daily until payments are received by Surepass Ltd.
- 2.4. The hirer agrees to pay a fixed sum for the cost of recovering a late payment on top of claiming the interest in Clause 2.3. The amount charged is set by Late Payment Legislation.
- 2.5. It is agreed that all expenses incurred by Surepass Ltd in obtaining the payments due from the hirer, such as reasonable legal or other charges and fees, shall be paid to Surepass Ltd by the hirer.
- 2.6. It is clarified that where written notice has been received less than one calendar month before the expiry date of the contract then a Buy Out Fee will apply.
- 2.7. The Buy Out Fee consists of a standard charge of £300 and £50 charge for every month or part thereof outstanding, up to the expiry date of the Car Hire Contract.
- 2.8. In the event a car is returned before the expiry date of the contract then Surepass Ltd will charge, in addition to Clause 2.6, the hirer the monthly car hire charge applicable to the actual term the hirer used the car. The revised charges will apply from either the date the contract commenced or the last date the contract was automatically renewed, whichever is the shorter period.

3. Ordering a new car, contract extension & Auto Renewal

- 3.1. The hirer agrees that where the contract has expired and a new or replacement vehicle has been ordered prior to the expiry date of the contract then the contract will be deemed to be continuing with all its terms until the delivery date of the new or replacement vehicle.
- 3.2. If the hirer cancels a new car which has been ordered, then a £250 cancellation fee will be charged.

The fee will also be charged in the event of the new car being cancelled as a result of termination of the contract by either party.

- 3.3. Where a contract has expired, and a full calendar months' notice has not been received from the hirer the contract will automatically renew for the same term.
- 3.4. Surepass may contact the hirer to insist on new terms i.e. due to excessive mileage during the former contract period or the vehicle is too old. If the new terms are not accepted, then the car will be due back on the initial contract expiry date.
- 3.5. Where a contract has expired, and no renewal or termination notice has been received then the car hire charges will revert to a weekly hire rate until the car is returned or a new contract is received.
- 3.6. When the revised car hire fee is accepted in writing by the hirer then the terms of the contract continue in full force as per the original contract. When the revised car hire fee is accepted in writing by the hirer then the terms of the contract continue in full force as per the original contract.

4. Relocation

- 4.1. The hirer may, with the prior written consent of Surepass Ltd, continue to hire the car from a different location to the address shown on the hire contract, if there is adequate reason for such relocation.
- 4.2. Surepass agrees that its consent to the relocation of the car shall not be unreasonably withheld.
- 4.3. The hirer agrees to inform Surepass Ltd of any relocation by way of a signed and dated letter.

5. Returning the car

- 5.1. If you do not bring the vehicle back on time you are breaking the conditions of the contract. We will charge you for each day you have the vehicle after the date it should have been returned to us.
- 5.2. A hirer returning the vehicle must book the car in (Clause 6.6) by contacting their Customer Account Manager.
- 5.3. You must return the car with the same amount of fuel you received it in, we will charge you for any fuel that is short plus a £5 admin charge, we will not make any refunds should the car be returned with more fuel.
- 5.4. It is the hirers responsibility to return the car. Surepass Ltd may be able to collect the car for a prepaid fee of £30 + £0.80 per mile + VAT, but this is not guaranteed. The hirer remains responsible for hire charges until the car is returned by the hirer or collected by Surepass Ltd.

6. Your responsibilities

- 6.1. You must look after the vehicle and the key to the vehicle. You must always lock the vehicle when you are not using it. You must always use the correct fuel.
- 6.2. You are responsible for any damage to the vehicle.
- 6.3. You must not sell, rent or dispose of the vehicle or any of its parts. You must not give anyone any legal rights over the vehicle.
- 6.4. You must not let anyone work on the vehicle without our consent.
- 6.5. You must let us know as soon as you become aware of any fault with the vehicle. In the event of an accident or breakdown by not telling us about the incident within a reasonable time may invalidate the manufacturer's warranty or cause further damage and render you liable for any damage incurred as a result.
- 6.6. You must return the vehicle to the place we agreed and at the time requested. One of our staff must see the vehicle to check that it is in good condition. If we have agreed that you may return the vehicle when nobody is available to check the car in, then you will remain responsible for the vehicle and its condition until it is inspected by a member of staff. It is advised that you take photos of the car and all its panels including mileage when returning the car.
- 6.7. You will have to pay for reasonable costs of repair if:
 - 6.7.1. We must pay extra costs to return the vehicle to its condition when the Vehicle Condition Report was completed e.g. if extra valeting time or special material or equipment is needed

to restore the vehicle to its pre-hire condition.

- 6.7.2. Or, the vehicle has been damaged internally or externally during the hire period.
- 6.8. Surepass subscribe to the BVRLA Fair Wear and Tear Policy. You will not be responsible for any damage that the BVRLA class as normal wear and tear for your vehicle.
- 6.9. Before you return the vehicle, you must check that you have not left any personal belongings in the vehicle. Surepass Ltd accepts no responsibility for any loss or damage to items left in the car.
- 6.10. The hirer must adhere to the recommendations and procedures as notified jointly on the Vehicle Condition Report and Servicing Breakdown and Accident Procedure handbook. Failure to do so may result in the hirer being charged for any additional work carried out.
- 6.11. Allow Surepass Ltd and its authorised agents to inspect the hire vehicle at all reasonable times and on reasonable notice.
- 6.12. The hirer agrees to be contacted and receive correspondence by email.

7. Car Insurance, excess and conditions for using the vehicle

- 7.1. Provisional license holders and full license holders are insured to drive the car on the condition the hirer or a driving test examiner is present in the car with the driver.
- 7.2. The hirer can extend cover to anyone with a full license over the age of 21 to drive the car without the presence of the hirer or a driving test examiner on payment of the monthly fee.
- 7.3. The hirer is responsible for the first £500.00 of any single item of damage in all instances and all circumstances no matter who was driving the vehicle.
- 7.3.1. This reduces to £50.00 if the hirer has hired the car on an agreement lasting longer than 6 months and Surepass or the company's insurers have not incurred any costs for accidents, vandalism, fire and theft in the last 12 months from the hirer.
- 7.3.2. Excluding items or scenarios covered in Schedule 1, if any of these apply the hirer is responsible for the full cost.
- 7.3.3. The excess is payable in the event that our insurers have faced outlay to a third party, even if there is no damage to our vehicle.
- 7.4. If the hirer receives a no damage discount on the cost of the car hire, and Surepass or its insurers pay for repairs due to accident, vandalism, fire or theft, then the hirer will be liable for the full cost of the repair to the car or will lose the no damage discount with effect from the date of the incident to the end of the contract.
- 7.5. If the hirer returns the car damaged and has benefited from a no damage discount, then the hirer will refund those discounts
- 7.6. The hirer may choose to get the Excess Damage Waiver (EDW)
- 7.6.1. This reduces the excess to zero thus removing the hirers liability for damage except:
- 7.6.2. Intentional damage is not covered
- 7.6.3. Missing parts are not covered
- 7.6.4. In the case that a third party is involved the hirer must co-operate with the claim to minimize losses
- 7.7. The hirer may take the car to mainland Europe on payment of the additional insurance liability fee, on payment of the fee a letter will be provided giving permission to take the vehicle out of the country and act as proof of insurance.
- 7.8. The hirer is responsible for ensuring anyone the hirer allows to drive the car is legally entitled to drive the car.
- 7.9. The hirer or any person the hirer has authorised to drive the car must not:
- Use the vehicle for hire or reward;
 - Use the vehicle for any illegal purpose;
 - Use the vehicle for racing, pace making, testing the vehicle reliability and speed;
 - Use the vehicle while under the influence of alcohol or drugs;

- Drive the vehicle outside of Mainland UK, unless we have given you written permission
- Load the vehicle beyond the manufacturer's maximum weight recommendations and make sure that the load is secured safely
- You must not use the vehicle or allow it to be used off road, or on unsuitable roads.
- You must not drive in restricted areas including, but not limited to, airport service roads

8. Our responsibility

8.1. We have maintained the vehicle to at least the manufacturer's recommended standard.

9. Car Hire Charges

9.1. You are responsible for paying the following charges by their due date;

- 9.1.1. The Car Hire charge and any other charges we work out according to his contract.
- 9.1.2. All fines, court costs and intended prosecutions for parking, traffic, or other offences (including any costs which arise from clamping or impounding). You must pay the appropriate authority any fines and costs when the authority demands this payment.
- 9.1.3. All fines and intended prosecutions incurred will attract a non-refundable base administration charge of £15.00. This may increase reasonable should further administrative duties be required.
- 9.1.4. The reasonable cost of repairing any extra damage which was not noted on the Vehicle Condition Report at the start of the contract whether you were at fault or not and the reasonable cost of replacing the vehicle if it is stolen if and when we demand this payment.
- 9.1.5. A loss of income charge, when we demand it, if we are unable to rent out the vehicle because it needs to be repaired, it is a write off, or it has been stolen and we are awaiting to receive full payment of the vehicles value.
- 9.1.6. All charges for collecting the vehicle (Clause 11.3)
- 9.1.7. If any payment is not received on its due date, a statutory £40 late payment charge will apply.
- 9.1.8. All charges as listed on the Surepass Vehicle Condition Report.

10. Data Protection

10.1. You agree that we may use any information you have given us to carry out our own market research. If you break the contract, we can give this information to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collectors and any other relevant organization. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), who can pass it on to any of its members for any purpose shown in the Data Protection Act 1998.

11. Ending the Contract

- 11.1. We reserve the right to end this contract straight away if we find out that your belongings have been taken away from you to pay your debts, or a receiving order has been made against you. We may end this contract if you do not meet any of the conditions in this contract.
- 11.2. If we end this contract it will not affect our right to receive any money, we are owed under the conditions of this contract. We can also claim reasonable costs from you if you do not meet any of the conditions of this contract. We can repossess the vehicle (and charge you a reasonable amount) without using unreasonable force or causing damage.
- 11.3. If we end the contract and we repossess the vehicle the hirer shall pay to Surepass Limited any charges for the collection of its vehicle to the registered office at the rate of £25 + £1.50 per mile + VAT. The distance to be charged is verified using Google Maps at the time of collection.

12. The Vehicle

12.1. The hire vehicle, regardless of source, shall be serviced and maintained by the hirer to meet the requirements set out in the manufacturer's warranty and, in the case of a vehicle supplied by Surepass Ltd, its 'Servicing, Breakdown & Accident Procedure Handbook' provided with the vehicle or available online at www.surepasscarhire.co.uk shall provide to the hirer the requisite procedures

and other specifications for service and maintenance.

- 12.2. The hirer shall complete all servicing for vehicles supplied by Surepass Ltd at the required intervals.
- 12.3. The hirer agrees to give one calendar months written notice of the intention to terminate the contract after the expiry date.

13. Accounts

- 13.1. Any cheques not honoured by the bank will be notified to the instructor and a £10 administration fee per cheque will be charged to the instructors account.

14. Clutches

- 14.1. The friction material on a clutch is covered by the manufacturer's warranty for only 4000 miles. Surepass strongly recommends the instructor takes out a Surepass Clutch Warranty, replacing a clutch also includes replacing the Dual Mass Flywheel and Slave Cylinder in most cases. At a manufacturer's garage this can cost more than £1400.
- 14.2. If the hirer returns a car that does not go into gear properly, is slipping when driving in any of the gears, has a high biting point, or is hard to press then we will have the clutch checked by a qualified mechanic. If the clutch subsequently needs replacing, there will be no cost to the hirer so long as the Clutch Warranty was taken out and the hirer has not had a clutch replacement in the last 20,000 miles. Otherwise the instructor will be billed.
- 14.3. If a hirer needs a replacement clutch, flywheel or slave cylinder it will be treated as a breakdown, detailed in section 15 on the condition it is covered by the manufacturer's warranty or the hirer has paid for a Surepass Clutch Warranty and the hirer has not had a clutch in the last 20,000 miles in a Surepass car.
- 14.4. If the hirer needs a replacement clutch, flywheel or slave cylinder and it is not covered by the manufacturer's warranty and you have not paid for a Surepass Clutch Warranty or the hirer has had a clutch in the last 20,000 miles in a Surepass car, it will not be treated as a breakdown, section 15 will not apply and you will need to have the repair done in your own time at your own expense.
- 14.5. If the hirer has paid for a Surepass Clutch Warranty and has not used it the hirer will be eligible for a free Clutch Warranty covering the same period of hire on the next Surepass Car.
- 14.6. If the hirer is in receipt of a free Clutch Warranty and subsequently requires a new clutch the Clutch Warranty will no longer be free and become chargeable from the date the clutch is replaced and until the end of the contract.

15. Breakdowns

A Breakdown is when your car has suddenly developed a mechanical fault that is not a servicing or maintenance problem as explained below and it is so bad it can't be used for a driving test and therefore should not be used for driving lessons.

- 15.1. Surepass or Vauxhall Warranty will pay for the cost of repair
 - 15.1.1. Excluding items or scenarios mentioned in Schedule 1.
 - 15.1.2. Excluding when an unauthorized repair centre is used.
- 15.2. You are responsible for delivering and collecting the car to and from the authorised repair centre in your own time at your own expense.
- 15.3. If you breakdown phone Surepass on 0161 728 6060 on instructions as to where your car should go. You must inform us on the day that the car goes into the garage with an estimate of when the car will be fixed.
- 15.4. If the hirers car goes into the garage for a breakdown repair, that would be paid for by warranty or Surepass, for more than 2 full consecutive working days, we will deliver a car to you free of charge on the 3rd working day. i.e. if your car goes into the garage Monday lunchtime, we will deliver you a car before 9am Thursday.
- 15.5. If you subscribe to the Extra Breakdown Cover and your car has been broken down for more than 1 full working day, we will deliver you a car free of charge on the 2nd working day. i.e. The hirers car

goes into the garage Monday Lunch, Surepass will deliver a replacement car before 9am Wednesday. (We often exceed this and provide a replacement car on the evening that the car first went into the garage).

- 15.6. If we do not provide a replacement car by the due date, then Surepass will indemnify the hirer for £50 per day or part thereof from the date the replacement car was due.
- 15.6.1. You must inform us 16-18 hours before a replacement car is due with an update and if your car is not going to be repaired by the date a replacement car is due you must ask for a replacement car at this time otherwise clause 15.6 will be invalidated. i.e. If the hirer is due a replacement car on Wednesday before 9am you must give an update between 3pm & 5pm Tuesday and request a replacement car if applicable, if you do not update us we will assume the car has been repaired or you do not require a replacement car.
- 15.7. If you subscribe to the extra breakdown cover Surepass will pay for any tests that have been cancelled due to the unforeseen breakdown.
- 15.8. Surepass will not pay any compensation in any circumstances for the loss of use of the hire vehicle except where mentioned in clause 15.6 & 15.7.
- 15.9. The replacement car is free to use for the duration of the repairs.

16. Servicing and Routine Maintenance

Servicing and Routine Maintenance is when the car needs parts to be replaced as part of the normal usage of the car, the car is often usable for lessons and tests but if the problem is not dealt with it will escalate into a serious problem, examples are Brakes, Tyres, Unusual Noises, Warning Lights that are not affecting the running of the vehicle.

- 16.1. Surepass or Vauxhall Warranty will pay for the cost of the service, replacement parts or routine maintenance repair
- 16.1.1. Excluding items or scenarios mentioned in Schedule 1.
- 16.1.2. Excluding when an unauthorized repair centre is used
- 16.2. The hirer is responsible for delivering and collecting the car to and from the repair centre in your own time at your own expense.
- 16.3. It is your responsibility to make sure the service is done at the correct time and by an authorised repairer. Details of authorised repairer's can be found in the 'Servicing, Breakdown & Accident Procedure Handbook' or by phoning 0161 728 6060
- 16.4. It is your responsibility to make sure the service is done at the correct time or mileage, if you do not have the car serviced on time you will be charged £300 plus any reasonable cost of future repairs.
- 16.5. No replacement car is provided for servicing or routine maintenance.

17. Changes to the Agreement, the Charges of our Services

- 17.1. We may need to change this agreement at any time for economic, legal or regulatory reasons. We may also need to change or withdraw all or part of our services we offer if they are uneconomical, technically impractical, not fulfilling their purpose for you or for us, or are a result of changes in technology. We may also change our charges or introduce new charges.
- 17.2. Any changes we make will be available from Surepass on request. Please contact us on a regular basis for any changes to your agreement with us. If we do need to notify you of a change in accordance with clause 17.1 or otherwise need to communicate with you in respect of this Agreement, then we will do this by sending an email or a text message. However, we may also choose to communicate with you by any of the following means: by mail, phone, electronic messaging, by leaving a recorded message on your phone or by other means.
- 17.3. We will notify you at least one month, by using any of the methods mentioned in 17.2, in advance of any change coming into effect, if we make any changes to your Agreement, the Services or any Additional Services you are using.
- 17.4. Any continued use of our services after the date of the change will be deemed to be acceptance by

you of the relevant change.

Schedule 1 Additional Car Hire Notes

The Surepass maintenance package is superior to a normal maintenance package. Many maintenance packages will not include the abuse your car will receive from your pupils on a daily basis. Under normal circumstances you will not have any additional costs (except those listed below) to keep your vehicle on the road. As with any other maintenance package, neglect or willful abuse are not covered. We have listed below some areas that we consider this to apply.

The Hirer is responsible for:

1. Fuel, Light Bulbs, Windscreen Wipers and Fluid levels between services
2. Replacing a lost roof sign
3. All parking, congestion and speeding offences
4. All accident or any other damage must be repaired during the Term of the Agreement.
5. If the vehicle is returned damaged, then an additional £90 hire charge will be incurred whilst the vehicle is being repaired.
6. First £500 of any single item of damage (£50 for contracts of more than 6 months, and £0 if the EDW is taken out). However, the hirer will be responsible for all the costs to make good any damage if the insurance company refuse to pay for the damage due to and not limited to:
 - 6.1. A fraudulent claim
 - 6.2. Theft due to leaving the vehicle with the keys in the ignition
 - 6.3. Allowing unauthorized use
 - 6.4. Driving whilst disqualified or under the influence of drugs or alcohol
7. The cost of any repairs that would normally be covered by warranty but have been refused due to and not limited to:
 - 7.1. Failing to have the vehicle serviced at the correct time
 - 7.2. Using the wrong fuel type
 - 7.3. Using the wrong oil
 - 7.4. Using the car with the incorrect level of oil
 - 7.5. Neglect or willful abuse
 - 7.6. Not carrying out the normal daily checks on the vehicle
 - 7.7. Continuing to drive the vehicle whilst the oil warning light is on
 - 7.8. Not doing a DPF regeneration when the car demands it

Should the hirer deny responsibility for damage caused by any of the above reasons an independent expert may be assigned and if the expert concludes the hirer is at fault then the cost of the expert will be at the expense of the hirer

Schedule 1 – Additional Notes

Surepass recommends that you have the brakes checked by Kwikfit, ATS or R2 Garage every 10,000 miles. The company has a no quibble brake pad replacement policy as long as the brake pads are at least 80% worn. When the brake pads wear down to the metal the brake discs are usually damaged and need replacing. Surepass' liability for brake discs is limited to one set of brake discs after the vehicle has completed 35,000 miles on a single set. Surepass will consider replacing the brake discs sooner if the reason for replacement is not due to neglect (i.e. brake pads – metal on metal) otherwise the driving instructor is responsible for the cost of replacing the brake discs.

Surepass have a no quibble budget tyre replacement policy, however if you require more than 8 tyres in a 6 months period (Driving school average is 4 tyres), it will be considered willful abuse and any further tyre replacements will be at your expense.

All Surepass cars come with unlimited mileage use, however if you are a full time instructor and have had the car for more than 6 months and do less than 30,000 miles then you will receive a large discount on a new car, if you do less than 20,000 the discount is even larger. Mileages are based on 12 months and will be adjusted on a pro-rata basis for the period you hire the vehicle.

You can pay a 5p per mile excess charge if you would like to qualify for one of the reduced mileage discounts. This excess charge is calculated per mile above your preferred mileage discount.

When a hirer takes a car – they are allowed an extra 24 hours to report any additional damage on recorded on the original VCR. Once the 24-hour period has elapsed, it will be assumed that both parties agree the VCR accurately portrays the condition of the vehicle.

Schedule 2 - List of charges/fees

Car condition

- Missed/late service – Minimum £250
- Smoking - £250 + cost to fix cigarette burns
- Broken parcel shelf - £70
- Pet hair removal - £25
- Returning with less fuel – Up to £70
- Branding removal - £150
- Car Returned unusable - £90
- Vehicle excess (Contracts up to 12 months in length)- £500
- Vehicle excess (12 month plus contracts) - £50

Contractual charges

- Late payment - £40
- Failed payment collection attempt - £10
- Transfer of liability of PCN - £15
- Prepaid collection - £0.75 per mile + £20 + VAT
- Non prepaid collection - £1.50 per mile + £25 + VAT
- Return to wrong base - £50 + Delivery charge from that base to correct one
- No claims letter - £25 – Provided at our discretion and only when account is settled