**Specialised Hire Solutions Ltd Terms & Conditions**

**“SHS”** means SHS Hire which is the trading name of Specialised Hire Solutions Limited a private limited company registered in England and Wales with company registration number 08170718.

The registered address of Specialised Hire Solutions Limited is Unit 6 Buckingham Court, Rectory Lane, Loughton, Essex, England, IG10 2QZ.

**“The Customer”** means the person, firm or organisation by or on behalf of whom vehicles are rented under these terms and conditions of trading.

By hiring vehicles from SHS, The Customer agrees to comply with and be legally bound by these terms and conditions of service (“Terms”). SHS reserves the right to update these terms at any time & your continued hire will indicate your agreement to these.

**“Vehicles”** means any vehicle or vehicles which are or may be rented from SHS by the Customer.

**“Working Hours”** means the standard working hours as specified by SHS from time to time and which are available upon request.

**“Working Day”** means a normal SHS Working Day as specified by SHS from time to time and details of which are available upon request. It is the responsibility of the Customer’s servant or agent when renting a vehicle from SHS to specify that the rental is for business use, which shall then be clearly recorded on the rental agreement. Upon the Customer’s servant or agent taking possession of the Vehicle they and the Customer are deemed to have accepted the type of use stipulated in the agreement. Where the Customer’s servant or agent stipulates that the rental is on Customer’s business, the provisions stated in Clause 3 below shall apply regardless of any dispute as to whether such a rental was in relation to the Customer’s business or authorised by them.

The SHS Hire Privacy Policy provides further information to these T&C’s as to how this company handles the data of individuals and businesses. SHS Hire encourages customers and potential customers to read this via the website: [www.shshire.com](http://www.shshire.com).

Version 1.4 – Published 12/04/2018

1. **Invoicing**

(a) Invoices are sent directly from SHS accounts office in R/O Station Way, Buckhurst Hill, Essex. Payment is due in 30 days following the date of invoice. Interest will be charged on a daily basis on accounts not settled by the due date at a rate of 5% above Barclays Bank plc base rate from the time being in force. Charges on all rentals are made subject to audit corrections at final invoice stage. Invoice queries should be raised within 14 days from the date of the invoice. Failure to raise a query within this timescale will result in acceptance of all invoice charges by the customer.
(b) For long term hire, it is the customer’s responsibility to specify the length of hire at the start of the hire, they will be charged at the weekly rate for that length of hire. If for any reason the customer wishes to terminate the hire early, the customer will then be liable for the period of hire charged at our published rates. E.g. If a customer hires a vehicle on a 12-week contract and then terminates after 8 weeks, the customer will have to pay for the 8 weeks they have had the vehicle at the weekly published rate.

 **(Late Payment Charge)**

(c) For long term hire (longer than 4 weeks) it is the customer’s responsibility to pay weekly in advance on the day of the week that the hire vehicle was originally hired. (E.g.: if you took your vehicle on a Monday your weekly rental would be due every Monday.) Failure to pay on the due day will incur £10.00 per day for every day your account is in arrears.

1. **Rental Contracts**
2. In the case of long term rental (4 weeks or more), the Customer must give 7 days’ notice. If the customer fails to notify SHS of such requirement their authority to retain the vehicle may, at SHS’s discretion terminate and, in that event, the Customer will become liable for any loss or damage incurred by SHS as a result. SHS reserves the right, in the event of such failure of notification, to use such means as it may choose to recover the vehicle.
3. Minimum 4 weeks’ rental period applicable to Individual private customers. Should the customer return the vehicle before serving the full minimum term, they will sacrifice entitlement to a deposit return.
4. Every 28 days the Customer must notify SHS of the mileage of the Vehicle. SHS reserves the

 right to substitute a replacement.

**Insurance**

1. **Individual clients**
2. If the Customer is providing their own insurance. The Customer must provide a copy of fully comprehensive insurance covering the vehicle they are hiring.
3. Customer’s who are not providing their own insurance, are required to notify SHS prior to a hire to explore the possibility of cover through the fleet policy. Hire will not be allowed to commence without proof of cover by either party.
4. The Customer will use their best endeavours to supply full details on demand of an incident including date, place, time, circumstances, witness information (human or digital based) and any Third Party or Third Party Vehicle involved in any accident with the Vehicle.
5. If the customer has an accident in one of our vehicles**,** they strictly agree to report the matter to SHS within 24hrs or the next working day.
6. By hiring a vehicle with insurance from SHS, the customer agrees within a timely manner, to comply with all reasonable requests of SHS and/or the insurer to assist in the indemnification of a claim. Failure to comply with the insurer’s requests may lead to the insurer refusing indemnification of the claim to which the full amount of the claim will be met by the party who fails/refuses to assist the process.
7. If the customer has an incident within an SHS vehicle, they are required to report it to their insurer and provide a claim reference number to SHS within 48 hours. If this step is not adhered to, then any incident damage identified at the end of the hire can be deemed as chargeable damage.
8. SHS are not obliged to offer a replacement vehicle. SHS do however try to source a replacement vehicle if means allow.

Sign to confirm that you consent to your personal information and license information being submitted to the insurer to facilitate cover &/or to manage an incident claim. (For more information about this, please view our privacy policy.)

Sign:

1. **Companies (including cross-hire)**
2. The Customer must provide a copy of fully comprehensive insurance covering the vehicle they are hiring prior to the hire commencing.
3. Customers who are not providing their own insurance, are required to notify SHS prior to a hire to explore the possibility of cover through the fleet policy. Hire will not be allowed to commence without proof of cover by either party.
4. The company will be deemed responsible by SHS for any incident involving the vehicle whilst it is on hire. It is the responsibility of the company to inform SHS of any incident and to provide sufficient details of the driver to proceed with a claim if on an SHS policy. The driver will be required to provide a statement of events to either SHS &/or the insurer within 48hours following the incident. The company is required to report the incident to SHS within 24hrs or the next working day.
5. SHS are not obliged to offer a replacement vehicle. SHS do however try to source a replacement vehicle if means allow and subject to the customer’s utilization.
6. If the customer has an incident within an SHS vehicle, they are required to report it to their insurer and provide a claim reference number to SHS within 48 hours. If this step is not adhered to, then any incident damage identified at the end of the hire can be deemed as chargeable damage
7. Companies are required to inform their driver’s if they are using one of our vehicle’s of these procedures and to document the data sharing of their driver’s to SHS in the event of an incident.
8. **Reasonable Care & Damage**

(a) The customer acknowledges that notwithstanding the provisions in the case of Individual Private Customer of (2a-g) or in the case of companies of (3a-e) above it has a duty to ensure that all reasonable care is taken of the Vehicle against damage or loss throughout the rental period. This includes but is not restricted to responsibility for any loss or damage to the Vehicle or it’s accessories due to theft occurring when the Customer or its servant or agent has left the keys in or with the Vehicle and the Customer hereby indemnifies SHS against such loss or damage.

(b) SHS reserves the right to require monthly vehicle condition and damage inspections at its offices. Failure to comply with a request could result in the termination of hire.

**NB: All hirers are responsible for windscreen damage and puncture repairs or replacement tyres if caused by foreign object.**

(c) Customers are required to report any new damage to the vehicle within 24 hours and to include circumstances within their communication.

(d) Customers are not permitted to carry out repairs to the vehicle without the express written permission of SHS.

(e) There will be a check-out and check-in on either side of a hire. If new damage is noted at the end of hire which is not cross-referenced to an incident (see 2(e) or 3(e)) then this damage will be quoted by an approved repairer and a quotation will be passed to customer to approve.

(f) The customer has 48hrs to provide written approval or representation for the quotation once presented. Failure to provide a response will be taken as an acceptance.

(g) The cost of repairs for new damage will be charged to the customer. The settlement terms of this damage will be 28 days unless prior arrangements are made in writing.

1. **Servicing**
2. SHS will pay for the servicing and maintenance items of the vehicle, however, the servicing schedule must be strictly adhered to by the customer.
3. SHS will pay for the replacement of tyres if they are worn to 2mm or below across the central 3/4 of the tyre. SHS require the customer to notify them if the vehicle does need tyre replacements. The customer is not automatically permitted to change the tyres for wear themselves and must seek prior authorisation by SHS. If authorisation for the replacement is not given, then the cost of the replacement will be met by the customer.
4. Most modern vehicles notify the driver of when a service is due, and the customer must inform SHS when the vehicle is 1000 miles to service so that SHS can work with the customer to facilitate a suitable and convenient servicing appointment.
5. Failure to notify SHS of a service requirement by the customer may result in a warranty being invalidated and severely affect the health of the vehicle. As such breaching this term will result in the termination of a hire and SHS reserves the right to charge up to £500 for the invalidation of warrant.
6. Customers are required to make the vehicle available for servicing and maintenance appointments by SHS approved technicians. SHS will look to arrange an appointment as soon as possible to meet the customer’s convenience, if however, SHS are not notified within a reasonable time, then an appointment will be made to minimise the risks associated with missed service intervals.
7. If a change to an appointment time is required, then 24hrs notice must be given by the customer. If an appointment is missed, then the customer may be charged the cost of the missed appointment at cost.
8. Most service appointments will only last up to a couple of hours, and therefore no replacement vehicle will be provided. If due to service or maintenance, the customer will be without use of their hired vehicle overnight, then SHS will endeavour to offer a replacement vehicle.
9. In the event of the vehicle requiring licensing, the customer will be given as much notice as possible to attend the appointment, where a member of the SHS team will meet them at the test centre. It is the responsibility of the customer to ensure that the vehicle is clean and free from any rubbish or accessories prior to the appointment.
10. When an MOT is due, the customer and SHS will liaise to arrange an MOT appointment, at either a garage within the SHS network or through the customer’s preference. The date and location must be pre-approved by SHS prior to the appointment. Once approved, SHS will cover the cost of the MOT up to £45.00 (+ any non-damage related maintenance required for the vehicle to pass).

To facilitate servicing/maintenance appointment arrangements whilst I am in an SHS vehicle I consent to SHS providing my name, telephone number & address (if applicable) to the appropriate garage/technician.

Signed: Print: Date:

1. **Mileage**
2. The Customer acknowledges that the relevant mileage is the mileage recorded from the time the vehicle leaves SHS until its return to SHS.
3. The default mileage allowance is 40’000 miles per annum pro-rata. The standard rate of excess mileage is £0.15 per mile.
4. If a customer takes a vehicle subject to an additional contract, then the mileage allowance within that contract will supersede this section.
5. **Fuel**

The vehicle must be returned to SHS with the same amount of fuel that it was hired to the Customer with. This is noted on the vehicle Damage report, and or the hire agreement. Any short fall on return will be topped up and Charged to the customer at pump prices plus a £15 charge.

1. **Condition of the vehicle**

SHS requires the Vehicle to be returned in the same condition as when rented to the Customer. If special cleaning and or repair required for whatever reason SHS will make a separate charge to cover the cost of any cleaning and or repair work required. SHS discourages the consumption of food and drink as well as the preparation of any other consumables in the vehicle at all times, however, if this is to occur, a full valet must be carried out prior to returning the vehicle

1. **Loss of Use**

Loss of use will be charged where as a result of damage being sustained to the Vehicle if it is required to be taken out of SHS’s operative fleet and repaired at an approved body shop. The charge will apply for each day that Vehicle is unavailable for rent and where a total loss the period will be limited to 14 days. Where loss of use can be recovered from a negligent third party the Customer will not be charged provided that full details of the accident are supplied to SHS together with the name and address of the negligent third party involved. If, for whatever reason SHS is unable to recover the loss from the third party the charge will apply to the Customer. Loss of use is treated as compensation and will not be subject to VAT. The daily charge will be no more than the prevailing daily rate at the commencement of the hire.

1. **Parking Charges Tolls and Fines**
2. The Customer is liable for all tolls, penalties, fines & charges incurred during the rental period including but not restricted to, parking tickets, clamping fines, compound charges, bus lane fines, speeding and traffic light tickets incurred in respect of offences committed by the driver during the rental period.
3. If SHS is asked to provide customer details to the relevant issuing authority (the “Authority”) relating to such offences or if penalties remain unpaid by the customer and are sent to SHS for payment by the authority, then a charge shall be made to the customer to cover the SHS administrative costs. This shall be in addition to the amount of the penalty which shall also be payable by the customer.
4. In the case of a registered owner of a vehicle (eg a leasing company) paying a fine before SHS have had the opportunity to provide customer details to the issuing authority, this will result in the payment charge being passed on to the customer, along with the SHS administration charge.
5. The customer is required to sign a statement of liability within the rental/hire agreement prior to check out to acknowledge that SHS may share their details with an authority or private parking company if an offence or contravention is alleged whilst in the vehicle to transfer liability.
6. At the termination of the rental it is the customers responsibility to ensure that the vehicle is parked in a suitable place to allow collection at any time up to a period of 1 working day from termination without the imposition of any parking/clamping/towing or compound fines/ charges. If this provision is not complied with then the customer shall be responsible for such penalties. If SHS is asked to provide customer details to the authority relating to such offences or if such fines remain unpaid they shall be charged to the customer, together with an administration charge. This shall be in addition to the amount of the penalty which shall also be payable by the customer.
7. For the avoidance of doubt: the customer will be liable for the administrative charges detailed in the other charges table regardless of whether or not the customer is actually fined for the offence.
8. The customer is responsible for the payment of any civil penalty and restoration charges and loss of income whilst the company cannot rent out the vehicle if the vehicle is seized by Customs and Excise or the immigration authorities.
9. **Key Charge**
10. Where keys are lost whilst the vehicle is on rent, a charge will be made when a replacement set are supplied.
11. **Additional Charges**
12. The customer acknowledges that the rental charges agreed relate to the service specified. SHS reserves the right to charge for any service required in addition to that agreed.
13. **Changes of Rates**
14. The customer acknowledges that in agreeing the scale of charges to be used for a vehicle rental services SHS has relied upon information supplied by the customer from time to time. If the actual rental profile or volume varies significantly from that indicated, SHS reserves the right to amend the scale of charges to reflect such variation.
15. The customer acknowledges that in agreeing the scale of charges used for vehicle rental services, SHS has relied upon information available at the time in establishing vehicle costs specifically in relation to government taxes and levies. If these government taxes and levies vary after the scale of charges has been agreed, SHS reserves the right to immediately amend the scale of charges to reflect such variation in respect of future rentals.
16. If no specific scale of charges has been agreed with the customer standard tariffs shall apply and these are subject to change without notice. SHS will however, endeavour to notify such changes prior to such change taking effect.
17. **Breakdown**
18. The Company undertakes to provide a Vehicle to the Customer which is in good working order and which functions satisfactorily throughout the rental period.
19. All vehicles are provided under warranty and have breakdown assistance provided. The breakdown telephone number for the vehicle the customer hires will be given upon checkout.
20. If a customer hires a vehicle through a third party with breakdown assistance provided via their arrangement, then the cover provided through the vehicle will take primacy unless pre-specified.
21. SHS undertakes provision to offer the customer a like for like replacement whilst the broken-down vehicle is being repaired if the breakdown is due to mechanical fault, the company’s negligence or wilful default.
22. If the breakdown is found to be caused by an act or negligence of the driver (for example but not restricted to the vehicle over running service schedules, or unreported damage causing the vehicle to operate in a dangerous condition.
23. **Customers own Property**
24. The Customer acknowledges that property placed within the Vehicle is at their own risk and that SHS has no responsibility for such property.
25. **Smoking Policy**
26. SHS operate a strict non-smoking policy in all of our vehicles. All of our vehicles are purchased with non-smoking packages. If smoke is detected in a vehicle on return or cigarettes or cigarette ash is found in the vehicle, SHS reserve the right to have the car professionally valeted, including the steam cleaning of all carpets and roof lining. This will incur a cost of £150 + Vat.
27. This cost will be deducted from the vehicle deposit. The hirer is responsible for enforcing this policy and irrespective of who smokes in the vehicle; the hirer is liable for the valeting costs.
28. All vehicles covered by the ban should display no-smoking signs (the no-smoking symbol at least 70mm in diameter) in each compartment of the vehicle in which people can sit (penalty for non-compliance is a fixed penalty notice of £200 or a maximum fine of £1,000 if convicted by a court).
29. **Organisation Details**
30. To obtain credit facilities from SHS, Limited Companies, PLC’s and registered charities must produce headed stationary with registered number, registered office address and ultimate parent where applicable. Partnerships must provide names and home addresses of partners. Sole traders must provide the home address of the owner. Government and Local Authorities must provide official letterhead.
31. SHS reserves the right to request additional information it may require prior to opening and during the operation of the account.
32. **Taxes**
33. Government taxes and other levies (such as Insurance premium tax) will be charged as required by current legalisation.
34. **Sub-Contractors**
35. SHS reserves the right to delegate its obligations here under to any sub-contractor of its choosing. In the event of such delegation SHS will ensure that these terms and conditions will apply.
36. The Customer agrees that the vehicle is only to be driven by the Customer or any additional driver stipulated by the customer. The Vehicle is not to be sub-let or loaned to any other individual or company. Any abuse of this condition will result in immediate termination of the hire, with the customer responsible for remuneration to SHS as set out in section 1. (b)
37. **Termination**
38. SHS reserves the right to terminate any rental entered by the Customer under these Terms and Conditions in the event of any breach by the Customer of these Terms and Conditions.
39. SHS will terminate the rental if they find that the customer has acted unlawfully during the hire or has provided any false information to initiate or maintain the hire.
40. Please view the SHS Privacy Policy for a guide on the retention periods of information & to explore the “Right to be Forgotten”
41. **Deposit Returns**
42. Upon the return of a vehicle to SHS, a full vehicle inspection will be carried out on site. In the event of the vehicle being dirty, a full clean will be carried out before an inspection can take place at the earliest opportunity.
43. A deposit will become due for return by way of bacs to the customer 14 working days following the return of the vehicle providing that the sum is not in dispute.
44. If there are any outstanding damage/ incident claims, rental disputes, or disputes of other charges on the account that have not been resolved, the deposit amount will be kept until a resolution is met.
45. The deposit amount due back to the customer is the full amount that the customer placed, less any administrative costs, penalties, damage costs, insurance excesses due, rental balances, loss of use charges.
46. The customer will be informed by SHS of the amount due for return and will be required to respond by way of email to accept or dispute this amount. Any deductions from the full amount will be itemised to the customer for them to make an informed decision.
47. **Other Agreements**
48. These Terms and Conditions are to be read in conjunction with, and the Customer agrees to comply with, the Terms and Conditions of any other relevant agreements between SHS and the Customer which maybe from time to time taken out.
49. The SHS privacy policy expands on the rights of the individual and companies providing a fuller explanation of how information is handled by the company.
50. **Variations**

Any variation from these Terms and Conditions are only binding upon SHS if agreed in writing.

 Schedule of Charges:

 Abortive Delivery and Collection £50.00 + Vat

 For Home Delivery and Collection- TBA and agreed with Customer

 For Business Delivery and collection-TBA and agreed with Customer

 Fuel Charged at the prevailing pump price plus £15 + Vat

 Lost Key Charge- Price on application

 Valet £50.00 + Vat

 Re badging PCO licence due to removal £75.00 + Vat

 Administration fee for Fines will be charged at £18.00 + Vat.

 In the event where an administration charge from manufacture/leasing company is

 greater than the standard SHS £18.00 + Vat administration charge, this cost will be

 passed onto the customer.

1. **Guide to Charges**
2. The below table serves as a guide only to charges for a standard saloon vehicle. These prices may vary significantly depending on the manufacturer.
3. All prices are subject to VAT.

|  |  |  |
| --- | --- | --- |
|   |  SHS Charges  |  |
| Labour rate per hour |  £ 50.00  |  |
| Wheel nut removal |  Labour rate applicable  |  |
| Paint a panel |  £ 300.00 |  |
| Paint a panel with repair |  £ 330.00  |  |
| Paint side (van) with repair |  £ 300 - 450  |  |
| Paint roof panel with repair (Van) |  £ 300 - 500  |  |
| Local paint repair |  £ 100.00  |  |
| Full machine polish |  £ 65.00  |  |
| Machine Polish (per panel) |  £ 17.50  |  |
| Flat & Polish |  £ 17.50  |  |
| Touch in flat & polish (smart repair) |  £ 17.50  |  |
| Trim repair |  £ 250.00  |  |
| Leather repair |  £ 250.00  |  |
| Windscreen Replacement |  As applicable  |  |
| Alloy refurb |  £ 65.00  |  |
| Polished alloy refurb |  £ 85.00  |  |
| Wheel trim replacement |  £ 35.00  |  |
| Steel wheel replacement |  £ 60.00  |  |
| Bumper corner |  £ 100.00  |  |
| Bumper refinish |  £ 200.00  |  |
|   |   |  |
| SHS Price Matrix - standard charges |   |  |
| Literature Packs |  £ 50.00  |  |
| First Aid Kits |  £ 50.00  |  |
| Alloy Wheel Keys |  £ 50.00  |  |
| Cigarette Lighters |  £ 30.00  |  |
| Warning Triangles |  £ 30.00  |  |
| Keys |  £ 250.00  |  |
| Load luggage covers |  £ 175.00  |  |
| Tyre Compressors |  £ 150.00  |  |
| Sat Nav SD cards |  £ 250.00  |  |
| Incorrect Service History |  £ 500.00  |  |
|  |  |  |
|  |  |  |

I have read and understand the terms and conditions as set out in this document.

 I understand that there is an SHS Privacy Policy and have been directed to this

 if I choose to read it.

 I agree to the terms as set out in these terms and conditions and agree to abide by them.

 Hirer Sign: Signed:

 Hirer Name: SHS Hire:

 Date: / /20