



Arrive & Drive Car Hire Agreement for 1969 Lancia Fulvia 1.3 S Zagato LHD. Reg; CR 253352

Main Driver Information (the Renter):

Title: _____
Surname: _____
First Name(s): _____
Residential Address: _____
Postcode: _____ Country: _____
Telephone: Work _____ Mobile _____ Fax _____ Email _____
Date of Birth: _____
Declared Nationality: _____
HERO Member: Yes [] give No: () No []
Driving License No: _____

Additional Driver Information:

Title: _____
Surname: _____
First Name(s): _____
Residential Address: _____
Postcode: _____ Country: _____
Telephone: Work: _____ Mobile: _____ Fax: _____ Email: _____
Date of Birth: _____
Declared Nationality: _____
HERO Member: Yes [] give No: () No []
Driving License No: _____

Hire Terms:

Pick Up date: _____ Time: _____
Location and address: _____
Drop Off date: _____ Time: _____
Location and address: _____
Total chargeable days: _____ @ £300 / day = £ _____
Total Transport Fee due (if applicable): _____
Insurance Premium for hire period: _____
Total due (inc VAT): _____
Deposit (authorised in case of loss or damage): £250.-
(Taken on collection/delivery of vehicle)

Please enclose payments in full with this Agreement and return by fax/email/post at the above address. Cheques should be made payable to HERO Events Limited. If you wish to pay by credit card, please tick this box and we will contact you to take the card details. []

Hire type: 1) HERO Trial []
2) HERO Tour []
3) Non-HERO event []
4) Leisure []

If 3 or 4 apply, please provide the following:

Name of Event: _____
Dates of Event - From: _____ To: _____
Organiser Name: _____
Organiser Address: _____
Postcode: _____ Country: _____
Telephone: _____ Work: _____
Mobile: _____ Fax: _____
Email: _____

Motorsports/Driving Experience:

Insurance:

The HERO fully comprehensive car hire policy does not cover Third Party Claims that may be incurred whilst on the event. To protect against Third Party claims you are required to effect the Third Party Cover arranged by the organisers of each individual event.

Main Driver (signature): _____

Additional Driver (Signature): _____

FOR HERO USE ONLY:

Policy Number: _____

Valid from: _____ To: _____

Mls/Kms restrictions: _____

Other restrictions: _____

IMPORTANT NOTES:

- 1) Payments for extras (eg additional driver) are due on or prior to collection and are subject to change, and can be subject to tax.
2) All payments are inclusive of HERO Assist breakdown cover and assistance.
3) The HERO policy effected through our insurance providers offers protection on a Fully Comprehensive basis
4) you will be required to return the car with a full tank of fuel or a surcharge of £100.- will be levied
5) Please ensure that you read the Terms and Conditions of the HERO Rental Agreement supplied with this acceptance form prior to signing this document.
6) Passports and/or Identity Cards may be asked for ID purposes
7) HERO Events Ltd and HERO Club Ltd represents that to the best of his knowledge and belief that said vehicle is in sound and safe condition and free of any known faults or defects which would affect its safe operation under normal use.

Main Driver signature: _____
Name: _____ Date: _____

Additional Driver signature: _____
Name: _____ Date: _____

Have I provided:

Copy of driving license Main Driver []
Proof of current address Additional Driver []
Main Driver []
Additional Driver []

FOR HERO USE ONLY:

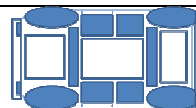
Car Details:

Car Registration: _____

Current Mls/Kms at the beginning of hire period: _____

Car condition report prior to hire start date: _____

Car condition report at end of hire period _____



Signed / Dated by HERO Assist



General Terms and Conditions:

1.1 By signing the Car Hire Agreement you thereby accept responsibility for the personal information provided by you as to yourself (the Main Driver) and any additional nominated driver (the Additional Driver), and accept the current version of these Terms and Conditions.

1.2 We reserve the right to decline any prospective client, driver or individual hire arrangement, whether by reason of driving record, accident history, creditworthiness or any other reason.

1.3 Irrespective of where you are resident or where the initial booking was made, the Car Hire Agreement and these Terms and Conditions will be governed by English law.

Definitions:

Owner/We/Us: HERO Events Limited and/or HERO Club Limited.

Customer/Hirer: The person paying for vehicle hire.

Driver/Nominated Driver: The person(s) entitled to drive the vehicle.

We reserve the right to refuse to hire any vehicle at our sole discretion.

Hirer / Driver own vehicles may be left at our premises entirely at your own risk.

HERO's Arrive & Drive, are brand / trading names used under license by HERO Events Ltd.

No amendment to these terms or any other part of this Contract will be effective unless recorded in writing and signed by us.

This agreement is a contract subject to English Law and to the exclusive jurisdiction of the English courts.

Driver Requirements:

Driver must:

1. Have held a full driving licence for not less than 5 years.
2. Have not more than 6 points on their licence or have any conviction for any serious motoring offence in the previous 5 years. At our sole discretion, and on application prior to hire, we may refer to our insurer for an extension of cover should this criteria not be met.
3. Have not been held at fault in more than one accident during the previous 3 years.
4. Not be suspended from driving
5. Be in possession of a valid licence which we will require a valid copy of.
6. Not have been refused insurance at any time, nor has had their insurance cancelled.
7. Not be subject to any mental or physical defect or infirmity or suffers from fits, or major medical complaint.
8. Be aged between 25 and 70 years
9. Consent to verification of information provided by to us via DVLA or any other source.
10. Disclose all relevant information on our Insurance Proposal form as failure to do so may render our insurance policy invalid or rejection of any claim and we will therefore hold you solely responsible for any losses, including consequential loss, damages and legal fees resultant for which you agree to indemnify us.
11. Provide a security deposit at the time of hire. This will be in the form of a credit or debit card for which we will obtain a pre-authorised 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.
12. 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 permanent residence (e.g. utility bill). Copies must be provided at the time of booking and originals must be available on the day of hire.
13. Consent to a photograph being taken at the time of hire.
14. Under the Data Protection Act 1998 consent to records being held in order that we can apprise Driver of our other offers and services.
15. 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 Vintage Classics Limited.
16. Use all security devices fitted to or otherwise made available for the safekeeping of the vehicle.
17. Comply with the Highway Code and all laws pertaining to the Road Traffic Act

whilst using the vehicle.

18. Indemnify HERO Events Limited in the event of any parking fines and/or loss of earnings whilst the vehicle is impounded as a result of the fault of the driver.

19. 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.

20. 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.

21. Advise us immediately on/at:

**HERO Events Ltd,
Unit 13 Kenfig Industrial Estate, Margam ,Port Talbot, SA13 2PE
United Kingdom.**

Tel: 44 (0) 1656 740275

Fax: 44 (0) 1656 741013

enquiries@heroevents.eu

of the accident or theft and police crime reference number in order that we can expedite the matter with our insurers.

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

23. 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.

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

25. 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 HERO Events Limited appointed agent for the purpose of repair or recovery.

26. Inform us immediately of any fault or failure of a component part of the vehicle.

27. Sign a copy of these terms and conditions.

Customer Requirements:

1. Provide a deposit at the time of booking to secure the vehicle of choice. The amount will vary in accordance with our tariff which may be amended from time to time but will be not less than 25% of the hire charge. The balance of hire charge is payable 14 days prior to commencement of the hire period.

2. Nominate Driver(s) at time of Booking. Additional Drivers may be added at a charge of £15 per person provided they meet the criteria described in "1. Driver Requirements", above, in full.

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

4. Under the Data Protection Act 1998 consent to records being held in order that we can apprise Customer of our other offers and services.

5. 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.

6. 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.

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

8. You agree to indemnify us in respect of any loss, claim, liability, damage or expense incurred by us arising from your failure to observe any of these Terms and Conditions or of the Car Hire Agreement.

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



Historic Endurance Rallying Organisation



- 5. Used for carrying goods of any description (save for personal luggage), passengers for reward, towing, pets, driving tuition or any illegal purpose.
- 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 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 unattributable to the hirer.
- 7. For the benefit of future Drivers, smoked in. All our vehicles including roadsters, are completely non-smoking and additional charges may be applied should smoke damage occur or additional cleaning is required upon the vehicles return.
- 8. Used for carrying pets or animals or any other item which because of its smell or condition may harm or damage the Vehicle or make it unfit for hire as a high quality classic car;
- 9. For any journey outside the United Kingdom without our express written permission – failure to observe this term will be considered theft and we will inform the police.
- 10. Not to carry passengers (a) other than in the interior or cabin of the vehicle; (b) carry passengers in excess of the capacity thereof; (c) not to use the vehicle to push, propel or tow another vehicle, trailer or any other thing without the written permission of the owner; (d) not to use the vehicle for any illegal purpose; (e) not to operate the vehicle in a negligent manner; (f) not to permit the vehicle to be operated by any other person that is not named in this contract; and (i) not to carry passengers, property or materials in excess of the rated weight carrying capacity of the vehicle.

If you are in breach of any of the above restrictions on use, you will be liable for all additional costs and for rectifying any damage or expense on return of the Vehicle and you agree to indemnify us accordingly.

Vehicle must be:

- 11. Used solely for social, domestic and pleasure purposes, or in connection with HERO sponsored events, or other classic car events (trials and tours) with the owner’s prior knowledge and as stated (in such cases) in the Car Hire Agreement.
- 12. 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 tools and toolkit. Failure to do so will incur additional charges as described in clause 11 (Driver’s Requirements)

Vehicle is:

- 13. Hired for successive periods of 24 hours, unless otherwise agreed with Owners, and may be collected from our premises or be delivered to a pre-agreed pick-up point; and collected at the pre-agreed drop-off point at the end of the hire period . 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 1,000 miles per 24 hour period of hire, thereafter mileage shall be charged at the rate of 75 pence 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 HERO Assist breakdown assistance.
- 18. Provided with a full tank of petrol.
- 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.

Main Driver (Customer) signature: _____

Name: _____

Date: _____

Additional Driver signature: _____

Name: _____ Date _____