

La Ferme de l'Église: terms and conditions of vehicle hire

February 2010

General

- 1 The vehicles are offered for hire subject to agreement between Abigail and John Wilkin (the 'owners') and the Head of party (the 'hirer') named on the Car hire booking confirmation form.

The hirer's contract with the owners

- 2 When the hirer clicks 'I have read and agree to the Car hire terms and conditions' on the online Booking form the hirer accepts the conditions set out in this Car hire agreement.

Rental period

- 3 The vehicles are only available for hire in conjunction with the rental of one or both of the gîtes. The vehicles are not available for hire otherwise.
- 4 The hirer may use a vehicle for all or part of the duration of the gîte rental, subject to the hire period arranged with the owners. The hirer will have the vehicle for the period shown on the Car hire booking confirmation form. The owners may agree to extend this hire period subject to availability of the gîte rental.

Hours of availability

- 5 One day hire: the vehicles are available between 08.00 and 20.00.
- 6 Two or more days hire: the vehicles are available between 08.00 on the first day and 20.00 on the last day.
- 7 The collection of a vehicle between these hours can be accommodated and may result in a pro rata reduction of hire costs. Times are local.

The hirer's responsibilities

- 8 The hirer must look after the vehicle and the keys to the vehicle. The hirer must always lock the vehicle when not using it, and use any security devices fitted to it or supplied with the vehicle.
- 9 The hirer must make sure that the correct fuel is used and add the correct quantity of lead additive to unleaded fuel.
- 10 Before the vehicle is handed over to the hirer it will be inspected in the hirer's presence, and a Pre-hire condition form will be completed and signed by the hirer.
- 11 When the vehicle is collected from the hirer it will be inspected in the hirer's presence, and a Post-hire condition form will be completed and signed by the hirer.
- 12 With the exception of accident damage, the hirer is responsible for any damage to the vehicle however caused.
- 13 The hirer must not sell, rent or dispose of the vehicle or any of its parts.
- 14 The hirer must not give anyone any legal rights over the vehicle.
- 15 The hirer must not let anyone work on the vehicle.
- 16 The hirer must let the owners know as soon as the hirer becomes aware of a fault in the vehicle.
- 17 The hirer will have to pay for reasonable costs of repair if the owners have to pay extra costs to return the vehicle to its condition when the pre-hire inspection was carried out (eg if extra valeting time or special material or equipment is needed to restore the vehicle to its pre-hire condition).
- 18 Before the hirer returns the vehicle the hirer must check that personal belongings have not been left in the vehicle.
- 19 The hirer must abide by any specific instructions relating to the vehicle as explained when the vehicle is handed over to the hirer.

Note to hirer

Please read this car hire agreement carefully. If there is anything the hirer does not understand or does not agree with, please contact us by email or telephone.

Definitions

Owners: John and Abigail Wilkin

Hirer: the head of the party named on the car hire booking confirmation form

Vehicle: a vehicle supplied and included within a gîte rental

Booking Form: the online booking form as displayed at www.la-ferme-de-leglise.com/ratesbooking.html

The owner's responsibilities

- 20 The owners have maintained the vehicle to at least the manufacturer's recommended standard. The owners assure the hirer that the vehicle is roadworthy and suitable for use at the start of the hire period.
- 21 The owners are responsible for loss caused by:
 - the vehicle not matching our description of it
 - the vehicle not being of the quality that the hirer would be entitled to expect from a an historic hire car
 - the vehicle not being fit to drive
- 22 In any event the owners liability will not exceed the cost of the remaining vehicle rental premium.
- 23 The owners are also responsible for losses the hirer suffers as a result of the owners breaking this Car hire agreement.
- 24 The owners are responsible if someone is injured or dies as a result of the owner's negligence, act or failure to act.

Property

- 25 The owners are only responsible for loss or damage to property left in the vehicle if the loss or damage results from the owner's negligence or a breach of this Car hire agreement.

Conditions for using the vehicle

- 26 The vehicle must only be driven by the hirer and the named driver/s (authorised by the owners in writing).
- 27 Anyone driving the vehicle must have a valid full UK or international driving licence and meet the following criteria:
 - be aged between 25 and 70
 - have a current vehicle insurance policy
 - has not been convicted of a motoring offence, or had their licence suspended, or had their licence endorsed with more than 6 fixed penalty points, within the last five years
 - has not been refused motor insurance
 - does not have a mental or physical defect or infirmity that affects their ability to drive an unadapted vehicle

If in doubt about any of the above, please contact us.

- 28 The hirer will not:
 - use the vehicle for hire or reward
 - use the vehicle for any illegal purposes
 - use the vehicle for racing, pacemaking, testing the vehicle's reliability and speed, or teaching someone to drive
 - use the vehicle while under the influence of alcohol or drugs
 - driving is limited to the departments shown on the map on the left
 - load the vehicle beyond the manufacturer's maximum weight recommendations

Towing

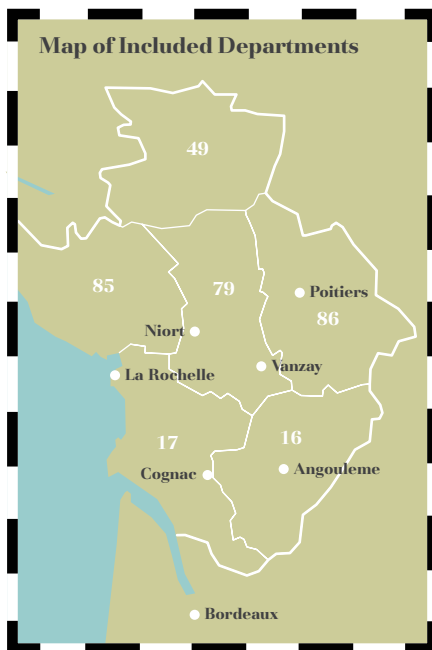
- 29 The hirer or any other named driver must not use the vehicle for towing.

Vehicle contents

- 30 The vehicle will be supplied with various contents including an information pack, maps, guide books, spares, tools and other materials. These remain the property of the owner and must be returned at the end of the hire period. Failure to do so will result in a charge for replacements.

Smoking and pets

- 31 Please do not smoke in or allow pets into the hire vehicles. Failure to comply will result in hire being cancelled and a charge being levied.



Rates and charges

- 32 The vehicles are hired for an additional cost to the gîte rental as shown on the appropriate vehicle hire rates.
- 33 The hirer will pay the following rates:
- The combined gîte rental rate and vehicle hire rate, plus any other charges worked out according to this agreement.
 - Any charge for loss or damage resulting from the hirer not keeping to the conditions set out in The hirer's responsibilities, above.
 - A refuelling service charge if the hirer has used and not replaced the quantity of fuel that we supplied at the start of the hire period.
 - All fines and court costs for any parking, traffic or other offences (including any costs which arise if the vehicle is clamped or impounded). The hirer must pay the appropriate authority any fines and costs if and when the authority demands this payment. If the hirer does not, the hirer will be responsible to pay the owner's reasonable administration charges which arise when we deal with these matters.
 - Should the vehicle remain unusable after the duration of the hirer's stay due to physical or mechanical damage deemed by the owner to be the fault of the hirer, the owner reserves the right to charge the hirer for any lost revenue or compensation due to the unavailability of the car.
 - Any costs or charges arising from the use of incorrect fuel.
 - The hirer is responsible for all charges, even if the hirer has asked someone else to be responsible for them, for example, if such charges are caused by an additional named driver, rather than the hirer.

Choice of vehicle

- 34 In the event of the selected vehicle being unavailable for any reason, the hirer will be offered an alternative vehicle if available. In the event of an alternative vehicle being unavailable the owner's responsibility is limited to return of all payments made by the hirer to date.

Airport or Gare SNCF collection and return

- 35 The owners are willing to transport the hirer and his or her party between Poitiers airport or railway station or Angoulême airport or railway station and La Ferme de l'Église for an additional cost of £25 per party per journey. The hirer must inform us if this is required at the time of the booking.
- 36 If the booking for gîte/s and vehicle/s is for a week or more, collection and return will be complimentary.
- 37 Collection and return for other locations is possible and will be quoted at the time of booking if required.

Insurance and Breakdown

- 38 The vehicles are supplied with fully comprehensive insurance and breakdown cover from AXA, M Bouvier Gilles, Chef Boutonne, 79110, except on motorways designated as A roads.
- 39 There is no Damage Waiver option available.
- 40 A refundable deposit of £1,000 will be taken before hire commences to cover the insurance excess.
- 41 Should the vehicle breakdown, the hirer must inform the owners in the first instance and then notify AXA by telephoning the designated numbers as soon as a breakdown occurs. The hirer will find these in the document pack.
- 42 The hirer must not allow the car to be driven if he or she believes there is a mechanical fault that might damage the vehicle or risk injuring the occupants. If the vehicle cannot be repaired, the owners will attempt to replace the vehicle with another hire vehicle. If a suitable alternative hire vehicle is not available, or the hirer considers the replacement hire vehicle to be unacceptable, the hirer will be entitled to a pro-rata refund or to rearrange the hire for a later mutually agreeable date.

What to do if the hirer has an accident

- 43 If the hirer has an accident the hirer must not admit responsibility.
- 44 The hirer must complete the Constat Européen d'Accident form. The hirer will find this, together with an English version for reference, in the document pack.
- 45 The hirer should not sign the Constat Européen d'Accident form of the other driver if there is any dispute over the circumstances of the accident.
- 46 The hirer should sign the hirer's form.
- 47 The hirer should get the names and addresses of everyone involved, including witnesses.
- 48 The hirer should also:
- make the vehicle secure
 - call the owner's office straight away

**La Ferme de l'Église:
terms and conditions of vehicle hire**

February 2010

Personal travel, health and legal insurance

- 49 The hirer is strongly advised to take out personal travel and accident insurance cover for the hirer's party.
- 50 Hirers from EU countries are entitled to obtain medical treatment provided they have a properly completed European Health Insurance card. This does not however cover all costs, and hirers are strongly advised to take out appropriate health and accident cover prior to travelling.

Bookings and payment

- 51 Bookings can only be made via the online Booking form, and will be confirmed by the Booking confirmation form.
- 52 Payment can be made by direct credit to the owner's nominated bank account, cheque or by credit or debit card.
- 53 A non-refundable deposit of 25% of the total combined gîte rental and car hire charge will be required at the time of booking, and the balance will become due 8 weeks prior to the start of the hire period.
- 54 Bookings will be confirmed upon receipt/clearance of the 25% deposit.
- 55 If the balance is not paid on the specified date, the booking will be cancelled and the deposit will be retained.

Cancellation

- 56 Cancellation up to 8 weeks prior to the start of the hire period will result in a loss of 25% of the deposit.
- 57 No refund will be due if cancellation occurs in the period 8 weeks before the start of the hire period.

Privacy statement

- 58 We recognise the importance of protecting the privacy of our hirers and potential hirers. The hirer's information will be stored securely and will be used solely for our own purposes.
- 59 Information will not be shared with any third parties, unless specifically required for insurance purposes or obliged by law.
- 60 For payments made by credit card, we will take credit card information (such as account name, number and expiry date), which will be used for transaction purposes only, and will not otherwise be shared.

Governing law

- 61 This agreement is in respect of French law. Any dispute may be settled in the courts of that country.