



SMART HIRE Terms & Conditions - 2017

1. ORDERING A SMART HIRE: The HIRER shall in all cases sign and return an official Smart Hire quotation. All orders are subject to availability. By ordering a vehicle you are giving your permission for Day's to make a personal credit check. Day's may supply an alternative model to those listed. Day's reserves the right to exchange the vehicle at any time during the hire period. The vehicle exchange will be at your convenience but within 5 days of our request.

2. HIRE PERIOD: Each rental agreement is 28 days long and is referred hereafter as a Rental Period. The Smart Hire period is for a minimum of 3 Months up to 1 Year.

3. INSURANCE: The Hirer will provide comprehensive insurance for any vehicle hired from Day's and complete an insurance Indemnity Form. Day's must hold a copy of the Hirers current insurance certificate on file. If these insurance details alter in anyway, Day's must be notified immediately. It is your responsibility to keep insurance valid and up to date at all times; this includes updating your insurance policy if an exchange or additional vehicle is supplied.

4. DRIVERS / LICENCES: To comply with the Law, details of a valid license must be entered on every hire agreement.

5. ACCIDENTAL DAMAGE: Any damage is to be reported to Day's immediately, you can carry out repairs up to £200. If the repair cost is greater than £200 then an estimate for repairs will need to be sent to Day's prior to any repair and Day's will then decide where the vehicle is to be repaired. The vehicle will remain on rent to the hirer until it is repaired and in a safe rentable condition. Day's will always assist The Hirer in repairing a vehicle as quickly as possible, and at a competitive price. Any charge / invoice relating to an accident such as recovery charges, VAT, 3rd Party uninsured losses etc. will be invoiced to The Hirer and will be added to the next payment call off. The Hirer is responsible for reclaiming any insured losses.

6. VEHICLE CONDITION: It is the responsibility of the Lessee or their agent to inspect the vehicle upon delivery and agree the condition of the vehicle with Day's. Upon return of the vehicle, Day's reserve the right to re-inspect the vehicle within 48 hours of collection. If any additional damage is noted, you will be informed together with photographic evidence for the Hirer to see to substantiate Day's claim, then this will be invoiced to The Hirer. Should the interior of the vehicle be excessively dirty, a valeting charge will be incurred. These charges will be collected from the card held without notice.

7. BREAKDOWNS / ACCIDENT: All Day's vehicles are covered by the AA. Where the breakdown is due to driver negligence / poor driving / accident, any expenses incurred by Day's are chargeable to The Hirer.

8. VEHICLE MAINTENANCE: Whilst a vehicle is on rent it is the responsibility of The Hirer to ensure that oil and water levels are checked regular and replenished to recommended levels when necessary. The costs of these items are the responsibility of The Hirer. The Hirer must also ensure that both tyre condition and pressures are checked regularly. It is your responsibility to repair or replace windscreen / glass damage and keep the vehicle in good condition at all times. Should any fault occur in the running of the vehicle, it is the responsibility of The Lessee to notify Day's immediately to prevent further damage. All vehicles are fully maintained, as a new vehicle may be supplied every 6 months regardless of rental period.

9. VEHICLE CHANGEOVER: A vehicle will need to be exchanged for a new one within 5 days when requested by Day's. If a vehicle exchange is cancelled within 48 hours of the date arranged an abortive penalty may be charged at £200.00. There will be no credits available for third party fitted equipment e.g. Livery or Trackers.

10. MILEAGE: Day's standard max mileage allocation is 2,000 miles per month or 65 miles per day. Excess mileage over that is charged at £0.15 per mile + Vat, with excess mileage chargeable after every vehicle exchange and vehicle off-hire. Excess miles will be calculated by multiplying the days of hire (from first day of hire To Date of exchange or off-hire) by the relevant mileage allowance. Day's must be notified once the vehicle odometer has covered 9,000 miles. If the vehicle is driven In excess Of 10,000 miles on the odometer without the prior written consent of Day's the excess mileage will be charged at £0.50 per mile over 10,000 Miles.

11. Fuel: all vehicles will be provided with a minimum level of fuel

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12. PARKING CHARGES / FINES: Any Parking Tickets, Speeding Fines, Congestion Charges & Bus Lane Offence Fines incurred during the rental period will be the responsibility of The Lessee, any such charges will be billed together with an administration fee of £25.00 + VAT. The hirer is responsible for any parking charges and fines or towing fees incurred once the vehicle is delivered and until collected by a representative of Day's. Any vehicles left in a car park and not returned to an agreed location will be subject to collection, towing and or parking charges.

13. DELIVERY & COLLECTION: Vehicles can be collected from any of our Hire locations during office hours or by prior agreement free of charge delivery for bookings over 3 months in Wales & England, The Hirer must be present both for collection and delivery of the vehicle or if a company a representative must be available for signature of all necessary paperwork and to agree the condition of the vehicle. Failure to do so will result in all noted damage becoming the Hirers responsibility and charged accordingly.

14. INVOICING / PAYMENT: A debit or credit card will be held on account for secure payments on a set day per month or every 28 days as agreed at the outset. Payment for any damage after off hire will become immediately due. A deposit and the first rental payment (equal to the 28 day or Monthly hire charge) will be required at time of order.

15. VEHICLE TERMINATION: To off-hire a vehicle we require a minimum of 7 working days written confirmation acknowledged by Day's prior to the start of a new 28 day rental period. Unless we received this confirmation Day's will automatically renew the agreement on an ongoing basis. Terminated vehicles can only be collected on Weekdays (Monday - Friday) and not at weekends (Saturday & Sunday). Vehicles can be returned to one of our rental location (Monday – Sat am). Bank Holidays are excluded.

16. VEHICLE PRICING: If you select a 3 Rental Period discounted rate and the vehicle is returned early, the minimum charge is for 3 rental periods in all cases. If you select a 6 month rental period rate and the vehicle is returned early, the minimum charge is for 3 months rental and will be charged at the 3 month rental period prevailing Rate. Where there is an early termination an admin fee of £100 will apply in all cases.

17. ABORTIVE BOOKING CHARGES: If you book a vehicle with Day's and then cancel the vehicle before delivery you will forfeit your deposit and first hire period payment. This charge will also apply if for any reason you book a vehicle then fail to comply with our Terms and Conditions or give a false credit declaration.

18. CALL RECORDING: Day's records and monitors telephone calls for training and security purposes and maybe be recalled to settle any future disputes.

19. VARIATIONS TO THIS AGREEMENT: All the terms and conditions outlined in this document will apply at all times unless agreed in writing by Day's. Day's reserve the right to amend the procedure and / or charges set out in this agreement from time to time. Such changes to the procedures and / or charges will be notified to the Hirer in writing. By ordering a vehicle from Day's you are giving consent and agreeing for Day's to perform a credit check at any point during the hire duration without prior notice.

20. AGREEMENT: The Hirer agrees to the terms as detailed above in this agreement.