



Peacocks Vehicle Hire

Terms & Conditions of Rental

These Terms & Conditions form the legally binding rental agreement between **Peacocks Vehicle Hire** (“the Company”, “we”, “us”) and the **Hirer/Driver** (“you”). By signing the Rental Agreement, booking online, or taking possession of a vehicle, you confirm that you have read, understood, and accepted these Terms.

1. Definitions

- **Vehicle:** The vehicle described on the Rental Agreement, including keys, accessories, fuel cards, documentation, and equipment.
- **Rental Agreement:** The document signed digitally or on paper at the start of hire.
- **Rental Period:** The time between collection and return, as recorded on the Rental Agreement.
- **Deposit:** A refundable **£200** security deposit payable before hire.
- **Insurance Excess (Liability):** The Hirer’s maximum liability for loss or damage, set at **£1,000**, secured by a **creditcard preauthorisation**.
- **Authorised Driver:** The Hirer and any additional driver approved and recorded by the Company.
- **BVRLA:** British Vehicle Rental & Leasing Association, the UK industry body governing fair practice.

2. Eligibility to Hire

The Hirer must:

- hold a valid UK
- meet minimum age of 25 charges apply for over 21’s and licenceduration requirements for the vehicle type
- pass the Company’s insurance qualification checks
- provide acceptable identification and proof of address
- provide a valid credit card in the Hirer’s name for the £1,000 preauthorisation
- not be disqualified or restricted under insurer criteria (e.g., excessive penalty points)

The Company may refuse hire where required by insurance, risk, or legal rules.

3. Payment, Deposit and PreAuthorisation

1. **Deposit:**A refundable **£200** must be paid prior to hire.
2. **£1,000 Excess / Liability Hold:**A **£1,000 preauthorisation** is taken on a **credit card** before the Vehicle is released.
 - This may be used to cover damage, loss, charges, cleaning, or unpaid hire fees.
3. **Prepayments:**Rental charges, optional extras, and fees must be paid at or before the start of hire unless a business credit account is in place.
4. **Additional Charges:**You agree to pay for:
 - fuel adjustment pump price +20%
 - excessive cleaning
 - new damage
 - parking or traffic offences
 - replacement keys
 - misfuelling
 - tolls and penalties
 - late returnsAll charges are payable on demand and may be taken from the deposit or liability preauthorisation.

4. Vehicle Condition, Inspection and Fair Wear & Tear

1. The Company will supply the Vehicle in roadworthy, taxed, MOTcompliant condition.
2. A **digital condition report** with timestamped photos will be completed at collection and return.
3. The Hirer must inspect and confirm the condition record before leaving.
4. **Fair wear & tear** is based on BVRLA standards.
5. New damage, missing items, or unreported defects on return will be charged to the Hirer.

5. Hirer Responsibilities

You must:

- drive carefully, legally, and competently
- use the correct fuel/charging method
- keep the Vehicle locked and keys secure
- maintain fluid levels (oil, coolant, AdBlue where applicable)
- report any defect or warning light immediately
- not smoke or vape in the Vehicle
- return the Vehicle to the agreed location and time
- allow reasonable inspection at any time
- act in accordance with the Highway Code

You must **not**:

- permit anyone other than an Authorised Driver to drive
- overload the Vehicle or carry dangerous goods
- drive under the influence of alcohol, drugs, or impairment
- tow or push another vehicle without written permission
- use the Vehicle for hireandreward, courier work, or taxi use unless authorised
- take the Vehicle outside the UK without written consent
- use the Vehicle for racing, pacemaking, offroad driving, or competitions
- use the Vehicle negligently or in breach of law

Breaches may invalidate insurance and make the Hirer liable for all resulting losses.

6. Fuel and Battery Policy

Vehicles must be returned with the same fuel level or battery charge recorded at checkout.

Charges apply for:

- fuel shortages
- misfuelling (full recovery and repair cost)
- returning an EV with significantly lower charge
- damage to charging cables or equipment

7. Accidents, Damage and Theft

In the event of accident, collision, theft, or vandalism, the Hirer must:

1. Notify the Company **immediately**.
2. Obtain names, addresses, insurance details, and vehicle registrations of involved parties.
3. Take photographs where safe to do so.
4. Obtain a police reference number where required.
5. Not admit liability at the scene.
6. Complete the Company's accident report form within 24 hours.

Failure to comply may invalidate insurance and make you responsible for the **full cost** of damage.

8. Insurance, Liability and Excess

1. The Vehicle is covered by the Company's motor insurance unless otherwise agreed.
2. The Hirer remains liable up to the **£1,000 excess** for:
 - collision damage
 - theft (subject to returning keys)

- vandalism
 - fire (nonmechanical)
 - glass, tyres, wheels, roof, and underbody damage unless separately insured
3. The Hirer becomes liable for **all** losses (not capped at £1,000) if:
- the Vehicle is driven by an unauthorised driver
 - the driver is under the influence of alcohol/drugs
 - the Vehicle is used illegally or negligently
 - the Hirer provides false information
 - theft occurs because keys were lost, unattended, or left in the Vehicle
4. Personal belongings are **not** covered by the Company's insurance.

9. Breakdown and Roadside Assistance

- Standard roadside assistance is included for mechanical failure.
- Misuserelated breakdowns (e.g., flat battery, wrong fuel, keys locked inside) are chargeable.
- The Hirer must follow Company instructions before ordering independent recovery.

10. Return, Extensions and Late Fees

1. The Vehicle must be returned to the agreed location, date and time.
2. Late returns may incur hourly or daily charges.
3. Extensions must be agreed before expiry of the original Rental Period.
4. If the Vehicle is returned outside office hours, the Hirer remains responsible until inspected.
5. Vehicles must be returned clean and free from rubbish; valeting charges may apply.

11. Fines, Penalties and Administration Charges

The Hirer is responsible for:

- parking charges
- speeding offences
- congestion zone and low emission zone charges
- Dart/bridge tolls
- bus lane penalties
- private land enforcement charges

The Company may:

- pay charges on your behalf
- pass your details to authorities
- apply an administration fee per charge

12. Keys, Losses and Negligence Charges

You will be charged for:

- lost or damaged keys
- key reprogramming
- vehicle recovery where required
- damage caused by negligence or reckless use
- cleaning required due to smoking, pets, or excessive dirt

13. Data Protection (GDPR)

We process your personal data for the purposes of:

- managing the rental
- insurance and fraud prevention
- statutory compliance
- debt recovery
- law enforcement requests

Data may be shared with insurers, the police, DVLA, BVRLA appointed bodies, and toll or enforcement agencies.

A full privacy notice is available on request.

14. Termination

The Company may terminate the agreement and recover the Vehicle without notice if:

- the Hirer breaches these Terms
- payment fails
- false information was supplied
- the Vehicle is at risk or being misused
- insurance becomes invalid
- the Hirer becomes unfit to drive

All outstanding charges remain payable.

15. Dispute Resolution (BVRLA Aligned)

If the Hirer is dissatisfied with the service or charges:

1. A complaint should first be made to Peacocks Vehicle Hire.
2. If unresolved, the Hirer may refer the issue to the **BVRLA Conciliation Service**, which provides independent dispute resolution for BVRLA members. *(Note: You must be a BVRLA member to offer this — update once membership is confirmed.)*

16. Governing Law

This agreement is governed by the laws of **England, Wales, Scotland/Northern Ireland** for rentals commencing in those jurisdictions). Any legal proceedings will be brought in the courts of that jurisdiction.

17. Entire Agreement

These Terms & Conditions, the Rental Agreement, and any additional signed documents constitute the entire agreement between the parties. No employee may vary these Terms without written authorisation.