

## **Practical Terms and Conditions September 2019**

These terms apply to all rentals that commence in the Republic of Ireland (Eire) whether booked online, by phone or in person. All rentals in Eire will be subject to the Terms and Conditions contained in the Rental Agreement which will be provided upon collection or delivery (if appropriate) of the vehicle. All Irish Terms are subject to change between online booking and the time of rental. Please note that online rental rates may vary from rates quoted by telephone or directly at the rental location.

**Please note that the Practical Car & Van Rental website is a booking/enquiry/contact service operated by Practical Car & Van Rental Ltd on behalf of our franchisees. All legal contracts are entered into between the renter and the franchisee, (not Practical Car & Van Rental Ltd). The details of the franchisees legal entity can be found on the franchisees webpage or by contacting Practical Head Office on 0121 772 8599.**

Please note the individual locations own Internet Terms and Conditions will supersede our general Internet Terms and Conditions if different.

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## **Ages**

**The minimum age for cars and vans** is 23 years at the majority of locations. Some locations operate a minimum age policy of 25, please check with your renting location. The minimum age for non-Eire and non-UK licence holders is 25. Drivers aged up to 72 for vans and 75 for cars may be approved for rental by the insurance company in some cases. A young driver surcharge may apply where the driver is aged between 23-25 years old. Higher excess rates and deposits may also apply.

**The minimum age for vehicles of 2000cc** is 25 or 30, dependent on the vehicle.

**The minimum age for MPV, Minibus, Motorhomes** and vehicles over 3.5t is 25 with 5 years' experience. Please contact the location itself for more details.

## **Driving Licence and Driving History**

All renters are expected to have regular recent and continuous driving experience.

**Eire and UK Renters above the age of 25** must have held a full and valid driving licence for a minimum of 1 year which must be in the renter's current address. All mainland UK licences will be subject to a DVLA web check. The drivers must supply a share code and give consent for a check to be made within 3 days of rental. No copies of licences will be accepted.

**Vehicles with more than 8 passenger** seats require the licence holder to have D1 entitlement. All drivers must be aged between 25 and 69 and have held a full Eire/UK licence for a minimum of 5 years. EU driving licences may be approved for rental by the insurance company in some cases but non-EU/non-Eire licence holders will not be able to rent vehicles with more than 8 passenger seats. All MPV and Minibus rentals are subject to a minimum €500 deposit.

**UK/Eire Drivers aged under 25** must have held their driving licence for a minimum of 2 years and it must be clean of any endorsement. Vehicles available may be restricted.

**Renters of motorhomes or minibuses** and any vehicles over 3.5t must have held their licence for a minimum of 5 years. A minimum of €1000 excess and €500 deposit will apply to these rentals. Renters of motorhomes and minibuses with non-UK/Eire licences will require prior insurance approval.

**Renters who have had 2 accidents** within the last 3 years or 1 accident where the payout was more than €5000 may need insurance approval.

## **Endorsement Rules**

Drivers 23 – 24 are acceptable only if they do not disclose more than one Minor Conviction (see page 9 & 10) within the last 5 years.

Drivers 25 – 69 are acceptable if, in the last 5 years, they have Minor Convictions (see page 9 & 10) which total 9 points or less.

Persons who have been convicted of any major offence (including criminal offences) during the past 5 years or have any prosecution pending will not be able to rent (see pages 8 & 9)

Renters with acceptable minor endorsements may be subject to a higher excess and deposit. Please note some sites may charge an additional premium for renters with more than 3 points on their licence.

Endorsements which are acceptable with additional €250 Excess

Speeding Disqualifications up to 6 points (within last 5 years)  
Minor Convictions which total 7 to 9 points (within last 5 years)  
For details on driving licence endorsements please see bottom of page.

## **Customer Qualification & Exclusions**

The following will NOT be covered by insurance:

### **Learner Drivers**

Persons who have not held a full UK licence for the required period.

Persons who do not have the correct entitlement to drive the vehicle being hired.

Use of the vehicle for carriage of passengers for hire or reward, racing, competitions, rallies or trials or hire for re-hire by the renter.

Persons who have had an insurance policy cancelled or proposal declined or a renewal refused by an insurer.

Persons involved in the last 3 years in two or more accidents or one accident with costs exceeding €5000.

Persons hiring vehicles paying with cash.

Persons involved in any of the following occupations: NON-UK/EIRE ARMED FORCES, ENTERTAINERS, SPORTS PROFESSIONALS, MODELS, STUDENTS (other than cars), HAWKERS OR GENERAL DEALERS, SCRAP MERCHANTS/DISMANTLERS, PROFESSIONAL GAMBLERS, and UNEMPLOYED PERSONS – check with your renting location for full details and to see if this applies to you.

### **Additional Drivers**

With the prior consent of Practical, following all usual driving licence checks and noted on the Rental Agreement, the car or van may be driven by other persons as well as the main driver. All drivers must meet the standard Practical qualifications, shown above. An additional driver(s) charge may be levied.

## **Vehicle images on the web site**

Vehicle images are examples only, specific makes and models cannot be guaranteed.

## **Price Rates**

Price Rates include insurance (subject to the damage liability of the vehicle), VAT, emergency breakdown cover & an allowance of approximately 200 km per day, 1000 per week and 2000 per month (unless otherwise stated). Check with the site you are renting from for local allowances.

N.B. The term “unlimited mileage” assumes a vehicle on a rental for 28 days will incur no more than 2000 km during this period. If your mileage is likely to exceed 2000 km per month please contact the renting location for full details before placing your booking.

## **VAT**

All prices include VAT at the prevailing rate unless otherwise stated.

## **Cancellation and No Show Policy**

***If your travel plans change***, you may normally cancel your booking free of charge anytime up until 24 hours before your rental is due to start except rentals commencing on a Monday which require 48 hours notice of cancellation. Please check with your renting site if the local terms are different as some sites will outsource vehicles and costs can increase in these cases.

**If you fail to pick up your car or van** on the day your rental is due to start, or do not cancel with more than 24 hours notice prior to the time it is due to start, you will be required to pay at least €35 or the locations own designated fee which will be charged to your credit or debit card to compensate us for having held the car or van for you without any rental transaction taking place.

**Vehicles are subject to availability.** If not available a free upgrade to the next vehicle group will be offered.

The location you want to book with will give you a minimum 48 hours notice in the event that they have to cancel your booking in extreme unforeseen circumstances. Cancellation would only occur after every effort has been made to source an alternative vehicle/transport and where a free upgrade would not be appropriate.

## **Standard Deposits**

Cash, Cheques and pre paid cards are not accepted. All payments must be made by a Credit or Debit card and must be in the Renters name.

### **Payment methods accepted:**

Credit & Debit Cards:

- MasterCard
- Visa
- Visa Debit
- Amex (only certain locations)

**Credit & Debit Cards Not Accepted,** Locations may not accept the following cards as Primary methods of payment:

- Any Pre paid 'top up' card
- Switch
- Solo
- Maestro
- Electron

**All rentals except MPV, minibuses and vehicles above 3.5t** are subject to a standard minimum €250 deposit at the time of rental in addition to the appropriate rental charges. These funds may be Pre-Authorised\* or the full amount will be charged and refunded after the rental period.

**MPV, minibuses and vehicles above 3.5 tonnes** have a minimum deposit of €500 and locations may not offer CDW (Collision Damage Waiver) to reduce the excess below €500 on these vehicles.

\*Pre-Authorised means that the amount is 'marked' against the card but not actually charged to it. The Authorisation therefore reduces the cardholder's available credit as against their approved limit. The amount does not appear on the customer's monthly statement.

On many rentals, the Deposit (which is either a proportion of the agreed Excess and anticipated rental charge or the Total of these amounts) may be Pre-Authorised\* at check out. At the end of the rental the invoice is calculated and any amounts owing will be charged as a sale. If the rental extends a further Authorisation may be taken for the next agreed period (up to a maximum of 28 days). In all other cases payment will be charged to the payment card along with the deposit at the beginning of the Rental.

## Refunds

All deposits will be refunded by the same Primary method of payment depending on the condition of the car or van when it is returned. Note: Refunds may take up to 10 working days to process in to your bank/credit card account. In the event that you return the vehicle earlier than the date originally specified on the reservation made on line, **no refund** is guaranteed to be made.

If you wish to return the vehicle after the time originally specified, you must contact the location it was rented from to obtain agreement and ensure you are insured. You will be charged for every day or part-day you have the vehicle after the original agreed date and time at the rate specified on the rental agreement when you collect the vehicle.

## Rental Period

You will have the vehicle for the rental period shown in your Reservation Confirmation and subsequent Rental Agreement. **If you do not bring the vehicle back on time, or if you do not contact us and get our agreement to an extension of your rental, you will be breaking the conditions of the Rental Agreement.** We will charge you for every day or part-day you have the vehicle after you should have returned it to us. Until we get the vehicle back, we will charge you the daily rate specified on the rental agreement and late charges may apply.

## Identification

Identification required if UK/Eire Resident

When collecting the vehicle, the Lead Driver and/or Payee must present:

**A valid driving licence.** If old (paper-only) style, official photo ID must also be presented. If the licence does not show your current home address (this includes licences issued in EU countries and where a driver resides in the UK/Eire), a valid passport or national identity card must be presented.

A share code generated within 3 days of rental on [www.gov.uk/view-driving-licence](http://www.gov.uk/view-driving-licence) must be supplied at the time of rental as **ALL Mainland UK** licences will be checked on site before vehicles are rented.

**2 additional forms of ID** to confirm the licence holder and the home address. One ID must be the credit card/bank statement for the credit card/debit card being presented for the deposit and additional charges. The other should be a formal document (e.g. Work ID Card, Passport) ID's must be dated within 12 weeks of date of hire

**A credit or debit card in their own name.**

Additional drivers must present a valid driving licence (plus passport or national identity card if licence does not show current home address)

Please contact the location prior to hiring if you have any questions regarding identification required

### Identification required if non-UK/Eire Resident

When collecting the vehicle, the Payee/Lead Driver must present:

A valid driving licence from country of residence and a valid International Driving Permit issued from the country of origin -if not issued in Europe or if the licence is not in English.

Passport (or national identity card if European citizen if this has been used to enter the UK or Eire)

A credit card in their own name (please note non-UK/Eire debit cards are not accepted)

Travel documentation confirming dates of arrival and departure to/from Eire

Additional drivers must also present a valid driving licence from their country of residence and a valid International Driving Permit issued from the country of origin (if not issued in Europe or if the licence is not in English)

Vehicles with more than 9 seats (including the driver) may not be rented by non - UK or EU Licence Holders unless they hold a D1 on their licence. Non – UK/Eire Licence holders wishing to rent motorhomes may require insurance approval.

## **Insurance and Collision Damage Waiver**

Insurance is included in the cost of the hire subject to an Excess agreed onsite at the time of rental.

Collision Damage Waiver offers the hirer peace of mind in the event of loss or damage to the hire vehicle by reducing the hirer's Excess liability. E.g. the standard excess may be €750 and payment of a daily charge (CDW) may reduce the excess to €250.

**Collision Damage Waiver (CDW)** is not usually included in the cost of the hire, but can be purchased to reduce the hirer's excess to a minimum - usually no lower than €150, depending on the location. Collision Damage Waiver may not be available on all vehicle types or all locations and may be withdrawn at any time (for example, due to extreme weather conditions) and at the discretion of the renting location.

The insurance policy satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland and Eire to insure against liabilities for death, bodily injury and property damage caused by, or arising out of, the use of a vehicle on the road in Great Britain or throughout the member states of the European Union.

## **Significant Features Exclusions and Limitations**

- a) Loss or damage to the hire vehicle - Excluding loss or damage arising from theft or attempted theft whilst the ignition key has been left in or on the vehicle.
- b) Any excess agreed at point of rental - Some vehicle types and drivers under 25 years of age may have an additional excess levied
- c) Third party liability for accidental death of or injury to any person
- d) Third party liability for accidental damage to other persons property, subject to the following limits for any one occurrence or series of occurrence's arising out of one originating cause:
  - i) €20,000,000 indemnity in respect of a private car
  - ii) €5,000,000 indemnity in respect of any insured vehicle other than a private car
  - iii) €5,000,000 indemnity in respect of any insured vehicle for damage caused by or arising out of acts of terrorism.
  - iv) €1,000,000 indemnity in respect of any insured vehicle carrying hazardous goods.

Where more than one limit is applicable, the lower indemnity limit shall apply.

- v) €5,000,000 indemnity, in any one period of insurance, in respect of legal costs and expenses in providing defence of any criminal proceedings, including costs of prosecution awarded against you and appeals against judgements, arising from a charge under the Corporate Manslaughter & Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands.

## **Delivery / Collection**

If delivery has been agreed in advance:

Payment for the full cost of the hire must be made at time of reservation

The vehicle will leave the nearest Rental location with a level of fuel. The customer is responsible for leaving the vehicle with the same level of fuel on collection

Delivery and Collection is subject to vehicle and driver availability and cannot be used in conjunction with any other promotion. The rental is subject to the normal rental agreement terms

Practical reserve the right to suspend, cancel or amend delivery and collection service at any time without giving prior notice

Practical retain the right not to deliver a vehicle if you fail to comply with any of these Terms and Conditions

## **One-Way Rentals within Eire**

One-way rentals are permitted at some rental locations. One-way fees vary and apply to all one-way rentals. The fees vary and are included in the quote price. Each location will have specific charges and terms apply.

## **Travelling abroad**

The Overseas Charge is applicable to all customers travelling to the countries below and is charged at each location. The Overseas Charge is payable on collection of the vehicle and you will be advised on the amount at the time of making your booking. The Overseas Charge is applied for the provision of the VE103B document and the European Travel Document, if appropriate, and European Motoring Assistance and recovery. If you intend to travel abroad you will need to advise the rental location giving a minimum of 24 hours notice.

Austria (A)  
Belgium (B)  
Denmark (DK)  
Finland (FIN)  
France (F)  
Germany (D)  
Greece (GR)  
Hungary (H)  
Italy (I)  
Luxembourg (L)  
Netherlands (NL)  
Norway (N)  
Poland (PL)  
Portugal (P)  
Spain (E)  
Sweden (S)  
Switzerland (CH)

## **Fuel**

All vehicles are supplied with an agreed level of fuel at start of rental. Renters must return the vehicle with the same level of fuel on return. If the vehicle is not returned with the same amount of fuel, Practical will re-fuel the car for you, however costs are

likely to be higher than local fuel pump rates and an administration fee may also apply.

## Lost Property

Any property placed in the car or van is at your own risk and Practical takes no responsibility for it. You must check you have not left any personal property in the car or van before you return it back to Practical. Any unclaimed property will be disposed of 3 months after the end of the rental period.

## Traffic Violations, Damage Charges and Fines

***You are liable for the payment of all Congestion Charges and Traffic Violation Fines*** along with any fines or subsequent charges incurred during the period of your rental. Notification of these will be telephoned or emailed to you, along with a receipt for payments which will be taken by your nominated payment card. An administration fee may be applied.

Make sure you check the rules for wherever you are driving and parking. There are some cities in the UK, for example London and Durham, which charge congestion fees for driving in and through them.

***If the vehicle is returned and there is damage*** to the vehicle that was not recorded on the check out sheet at the beginning of the rental, the location will charge you up to the agreed Excess unless the damage is caused negligently when the charge may exceed the Excess. ***Any charges for Damage*** will either be retained from your Authorisation\* or taken on your nominated payment card. You will be telephoned if any of these charges are relevant and a receipt will be sent to you within 24 hours of the money being debited.

An administration fee may be applied.

## Full Endorsement Rules

***Drivers 23 – 24*** are acceptable only if they do not disclose more than one Minor Conviction (see Major and Minor Convictions below) within the last 5 years.

***Drivers 25 – 69*** are acceptable if, in the last 5 years, they have Minor Convictions (see Major and Minor Convictions below) which total 6 points or less.

Acceptable with additional €250 Excess

Speeding Disqualifications up to 6 months (within last 5 years)

Minor Convictions which total 7 to 9 points (within last 5 years)

## Major Convictions (UK licences)

Persons who have been convicted of any major conviction during the past 5 years or have any prosecution pending will not be able to rent. The following are deemed MAJOR convictions.

### *Accident Offences*

AC 10 - Failure to stop and/or give particulars after an accident

AC 20 - Failure to give particulars or report an accident within 24 hours.

AC 30 - Undefined accident offence.

### *Disqualified Driver Offences*

BA 10 - Driving whilst disqualified by a Court

BA 20 - Driving whilst disqualified by reason of age

BA 30 - Attempting to drive whilst disqualified by a Court

XX 99 - Over 3 months disqualification under „totting-up“ procedure.

TT 99 - Disqualification under „totting-up“ procedure.

NE 99 - Non-endorsable offence for which you can be disqualified (criminal act, etc...)



### *Careless Driving Offences*

CD 40 - Causing death through careless driving when unfit through drink.

CD 50 - Causing death by careless driving when unfit through drugs.

CD 60 - Causing death by careless driving with alcohol level above the limit

CD 70 - Causing death by careless driving then failing to supply a specimen for analysis.

### *Insurance Offences*

IN 10 - Using a vehicle uninsured against third party risks

### *Licensing Offences*

LC 30 - Driving after making a false declaration about fitness when applying for a licence.

LC 40 - Driving a vehicle having failed to notify a disability

LC 50 - Driving after a licence has been revoked or refused on medical grounds.

### *Miscellaneous Offences*

MS 40 - Driving with uncorrected defective eyesight or refusing to submit to a test

MS 50 - Motor racing on the highway

MS 60 - Offences not covered by other codes

MS 70 - Driving with uncorrected defective eyesight

MS 80 - Refusing to submit to an eyesight test.

MS 90 - Failure to give information as to identity of driver etc.

### *Theft of Unauthorised Taking Offences*

UT 10 - Taking or driving away a vehicle without consent or an attempt thereat

UT 20 - Stealing or attempting to steal a vehicle

UT 30 - Going equipped for stealing or taking a vehicle

UT 40 - Taking or attempting to take a vehicle without consent; allowing oneself to be carried in or on a vehicle knowing it to have been taken without consent

UT 50 - Aggravated taking of a vehicle.

### *Dangerous Driving Offences*

DD 10 -

DD 20 -

DD 30 - Reckless driving

DD 40 - Dangerous driving

DD 60 - Culpable homicide while driving a vehicle

DD 70 - Causing death by reckless driving

DD 80 - Causing death by dangerous driving

### *Drink and Drug Offences*

DR 10 - Driving or attempting to drive with blood/alcohol level above the limit

DR 20 - Driving or attempting to drive while unfit through drink

DR 30 - Driving or attempting to drive then refusing to supply a specimen for analysis

DR 40 - In charge of a vehicle while alcohol level above limit

DR 50 - In charge of a vehicle while unfit through drink

DR 60 - In charge of a vehicle then refusing to supply a specimen for analysis

DR 70 - Failure to provide a specimen for breath test

DR 80 - Driving or attempting to drive when unfit through drugs

DR 90 - In charge of a vehicle when unfit through drugs.

## **Minor Convictions (UK licences)**

The following are deemed MINOR convictions.

### *Construction and Use Offences*

CU 10 - Using a vehicle with defective brakes

CU 20 - Using a vehicle with parts or accessories in a dangerous condition

CU 30 - Using a vehicle with defective tyres

CU 40 - Using a vehicle with defective steering

CU 50 - Causing or likely to cause danger by reason of load of passengers

CU 60 - Undefined failure to comply with construction and use regulations.

CU 80 - Using a mobile phone while driving a motor vehicle

### *Careless Driving Offences*

CD 10 - Driving without due care and attention

CD 20 - Driving without reasonable consideration for other road users

CD 30 - Driving without due care and attention or without reasonable consideration for other road users.

### *Licensing Offences*

LC 10 - Driving without a licence

LC 20 - Driving otherwise than in accordance with a licence

### *Miscellaneous Offences*

MS 10 - Leaving a vehicle in a dangerous position

MS 20 - Unlawful pillion riding

MS 30 - Playstreet offences

### *Motorway Offences*

MW 10 - Contravention of Special Road Regulations

### *Pedestrian Crossing Offences*

PC 10 - Undefined contravention of pedestrian crossing regulations

PC 20 - Contravention of pedestrian crossing regulations with moving vehicle

PC 30 - Contravention of pedestrian crossing regulations with stationery vehicle

### *Provisional Licence Offences*

PL 10 - Driving without „L” plates

PL 20 - Not accompanied by a qualified person

PL 30 - Carrying a person not qualified

PL 40 - Drawing an unauthorised trailer

PL 50 - Undefined failure to comply with conditions of a provisional licence

### *Speeding Offences*

SP 10 - Exceeding goods vehicle speed limit

SP 20 - Exceeding speed limit for type of vehicle

SP 30 - Exceeding statutory speed limit on a public road

SP 40 - Exceeding passenger vehicle speed limit

SP 50 - Exceeding speed limit on a motorway

SP 60 - Undefined speed limit offence

### *Traffic Direction and Sign Offences*

TS 10 - Failing to comply with traffic light signals

TS 20 - Failing to comply with double white lines

TS 30 - Failing to comply with a „Stop” sign

TS 40 - Failing to comply with directions of a traffic warden/constable

TS 50 - Failing to comply with a traffic sign

TS 60 - Failing to comply with a school crossing patrol sign

TS 70 - Undefined failure to comply with a traffic direction or sign

### **ENDORSEMENTS ENDING WITH 2, 4 OR 6**

***Aiding, Abetting, Counselling or Procuring the 0 will be changed to 2 e.g. LC20 becomes LC22***

***Causing or Permitting the 0 will be changed to 4 e.g. IN10 becomes IN14***

***Inciting the 0 will be changed to 6 e.g. DD40 becomes DD46.***

## **Disclaimer**

These terms and conditions are to ensure that all rentals comply with the Practical Car & Van Rental Limited Insurance regulations imposed by our underwriters. They in no way intend to discriminate against any persons. They serve only to promote safe vehicle use, driving and public safety. Customers will be required to sign a rental agreement which has our full terms & conditions shown on the reverse.

**Please note that the Practical Car & Van Rental website is a booking/enquiry/contact service operated by Practical Car & Van Rental Ltd on behalf of our franchisees. Any booking/enquiry/contact is made with the franchisee, and any legal contract is entered into between the renter and the franchisee directly, not Practical Car & Van Rental Ltd. The details of the franchisees legal entity can be found on the franchisees webpage or by contacting Practical Head Office on 0121 772 8599.**

## **Customer Service**

All customer queries or complaints for hires within the UK/Eire should be made in writing or by contacting:

Email: [rental@practical.co.uk](mailto:rental@practical.co.uk)

Tel: 0121 772 8599

Practical Car & Van Rental Ltd

21-23 Little Broom Street

Birmingham

B12 0EU

A Query or Complaint will be investigated by the Area Managers and where possible a decision reached. Further information may be required from you to enable the decision-making process. A decision will be communicated to you within 21 working days.