

## ITALIAN BREAKS IN BOOKING CAR HIRE ACTS AS AN AGENT FOR :

**Your Car Hire Limited Park House Park Street Croydon Surrey CR0 1YE**

**Italian Breaks will take care that your car hire rental booking is processed correctly, but please note that Your Car Hire Limited Booking Conditions will apply.**

**We would like to draw attention to the DEW and SDEW procedure (please see below). When the DEW is included, the excess in case of accidents will be refunded to you by our broker Your Car Hire Limited.**

**Italian Breaks is not responsible for any disputes relating to this refund and the final decision will rest with Your Car Hire Limited.**

**You must send all correspondence on the matter to:**

**Your Car Hire Limited Park House Park Street Croydon Surrey CR0 1YE**

### YOUR CAR HIRE BOOKING CONDITIONS

#### What's included in Our Price?

All rates are fully inclusive of:

- Unlimited mileage
- Collision damage waiver (CDW)
- Third party insurance
- Bail bonds (where required)
- Theft waiver
- Airport surcharges

#### Cancellation Policy

All cancellations must be made in writing (and car hire voucher returned) and will take effect from the date received by Your Car Hire.

If for any reason you need to cancel your reservation, the following charges will apply:

Cancellation charges	
More than 28 days	£30.00
Within 28 days	35%
Within 14 days	55%
Within 7 days	60%
Within 3 days	90%
No shows or cancellations	
Made after start date of hire	100%
Amendment may be charged £15	

No refunds will be given for cancellations made after the pick up time, no shows, partially used vouchers, failure to produce the pre paid voucher or for cancellations made directly with the car rental company.

### **Flight Information**

For all airport pick ups, it is imperative that Your Car Hire is given the correct outbound flight number and estimated arrival time. If this is not known to you at the time of booking, please ensure that you inform the reservation centre at least 7 days prior to departure. If we are not provided with the correct flight information in good time, no responsibility can be accepted or compensation allowed for a failed rental.

### **Delivery and Collection**

Collection of the rental vehicle is normally at the airport or the local suppliers office. In some locations deliveries are available. Where you require their car to be delivered to their accommodation, full details of the address and time of delivery must be given to Your Car Hire at the time booking. In some cases, a delivery and/or collection charge may apply. Please ask for details at time of booking.

### **Out of Hours Charges**

Your Car Hire is happy to arrange for the vehicle to be available at the airport even outside working hours. However, in some cases, this will attract an 'out of hours' charge, details of which will be given to you at the time when we are informed of the outbound flight details. This charge may apply to both the outbound and inbound flights. Please also note that should the flight be delayed, causing collection of the rental to fall within 'out of hours' times, this charge will also apply. Your Car Hire cannot accept responsibility where there is no out of hours service available.

### **Deposits & Petrol**

Most car hire companies require a deposit, which varies by destination, to cover the Insurance Excess, petrol in the car and other charges incurred during the hire such as speeding or parking fines. A valid major credit card must be used in most locations and must be in the name of the lead driver. Debit cards are NOT widely accepted. Cars are normally supplied with a full tank of fuel and must be returned full. However this depends on each individual supplier, the fact sheet and voucher will provide information relating to petrol charges for the specific hire.

### **Drivers Age**

The minimum and maximum age for all hires is stated on the fact sheet at the time of booking and on the car hire voucher as this varies according to location and supplier. However, it may still be possible to rent a car with Your Car Hire if you fall outside of the required age, by paying a surcharge locally. Please ask for details.

### **Additional Drivers**

Charges may apply for additional drivers in certain locations, payable locally. Please refer to the online fact sheet or call for further details. All additional drivers must produce their driving licence to the local supplier before they drive the vehicle otherwise the insurance will become invalid.

### **Period Of Hire/Daily Rate Calculation**

In most destinations, the minimum period of hire is 3 consecutive days, however shorter durations may be available in some locations, please check with our reservations staff. Hire

periods are calculated on a 24 hour basis. After collection of the car, extensions of the hire period will be charged by the local car hire company at the local daily rate (which may be considerably higher). It may be possible to extend by calling the Your Car Hire Limited UK Reservations Centre, who will endeavour to make the extension to the rental at our low pre-booked rates, however, we cannot always guarantee this. Please note that missed return deadlines will be charged locally. Please note that no refunds will be made for vehicles returned early.

### **Personal Accident Insurance (PAI)**

This optional insurance may be covered by your own holiday insurance. Please advise them to check this before they travel. If they require PAI, it can be taken out locally on collection of the hire car for an additional fee.

### **One Ways**

One-way rentals are always on request at the time of booking and must be confirmed in advanced. Charges may apply and will be payable locally.

### **Special Requests**

Child seats: these are mandatory in most countries and must be requested at the time of booking. However at Your Car Hire, we cannot guarantee their availability and recommend that you take your own. Ski racks, snow tyres, snow chains and Sat Nav are available in many locations at an extra charge payable locally but must be requested in the UK. The availability of all Special request items cannot be guaranteed by Your Car Hire in advance and no responsibility can be accepted by Your Car Hire for unavailable items on arrival or indeed any aspect of any special request items that are payable locally.

### **Local Charges**

The costs and conditions of all incidental items such as the special requests and extra drivers are subject to local tax.

Not included in the cost of the hire:

Petrol, personal accident insurance, special request items and where applicable young driver surcharges and additional driver charges. All costs payable locally. Please note that there are some insurance exclusions.

### **Documentation**

You must have the pre-paid car hire voucher to collect your rental vehicle. This will be posted or emailed to you once payment has been received. If you do not receive the car hire voucher then you must inform us in order for us to send you a duplicate. No refunds will be given for failed hires due to lack of a voucher or of non-production of the pre-paid voucher. Please keep all rental documentation for 28 days after returning home.

### **Driving Licence**

Drivers must produce a full driving license written in the English Alphabet and held for at least two years. Our reservations staff should be informed at the time of booking of any endorsements on the driver's license as in some cases, hire will not be possible with certain types of endorsements. No refunds will be given for rentals aborted due to non-production of any driving license or non-disclosed endorsements. Faxed or photocopied licenses are not acceptable. Non-EU licence holders should check with the embassy of the particular country they are travelling to as some may require the driver to have an International Driving Permit or other special documentation.

### **Vehicle Type / Suitability**

Your Car Hire cannot guarantee a particular model or make of vehicle. The vehicle on the car hire voucher is for guidance only and we reserve the right to substitute it with another similar vehicle. If for any reason whatsoever, you are not happy with the condition of their vehicle, they must inform the local car hire company immediately and Your Car Hire in writing within 28 days of their return. Your Car Hire cannot accept any liability where this procedure is not followed.

### **Mechanical difficulties/Accidents**

In the event of any mechanical difficulties or accident involving your rental vehicle, it is imperative that details are reported to the local car hire company straight away. You should also notify the local police in the case of accidents and a signed police report obtained. You should also obtain full details of any third parties involved. Authority to repair or replace a vehicle must be obtained from the local car hire company supplying you vehicle and whose name and address appears on the voucher and rental agreement. You should retain copies of all rental documentation in the event that an insurance company becomes involved. Compensation cannot be considered when this procedure is not followed correctly.

If you are dissatisfied in any way with the standard of the vehicle upon collection or during the rental, you must report this to the car hire company immediately. It is difficult for Your Car Hire to assess any issue raised made regarding the standard of their rental on completion of hire.

### **Provision of Vehicles**

Please be aware car hire suppliers can refuse to provide a vehicle to any customer who is, in their opinion unfit to drive or does not meet eligibility requirements. In such cases, the contract with us becomes void and we will have no further liability to you.

### **Driving Restrictions**

Restrictions may be applicable when crossing country or state borders. Please advise our reservations department at the time of booking if you plan to drive out of the country of vehicle collection. Charges may sometimes apply for additional insurance and if so these are payable locally, but please check for further information with our reservations department. Cars are NOT allowed to be driven off road or on un-tarmaced surfaces. This applies to all car types including 4x4's. The insurance will become invalid.

### **Insurance Excess and Exclusions**

With all our car rental partners, you will be required to leave a deposit when collecting your vehicle, to cover the Collision Damage Waiver excess and any exclusions on the insurance such as damage to tyres, windscreen and windows, wing mirrors, undercarriage, clutch, roof, interior, any damage to the locks and any towing charges or loss of keys.

If the vehicle is damaged during your hire, this amount is retained by the local car hire company to cover the cost of repair. If, however, you have opted to take out our Damage Excess Waiver (DEW) or Super Damage Excess Waiver (SDEW), you may not be liable for this excess and can reclaim it as per the instructions below.

### **Damage Excess Waiver and Super Damage Excess Waiver**

Damage Excess Waiver does NOT cover damage to tyres, windscreen and windows, wing mirrors, undercarriage, clutch, roof, interior, damage to the locks and any towing charges or loss of keys.

Super Damage Excess Waiver Does cover damage to tyres, windscreen and windows, wing mirrors, undercarriage, roof and the interior. It does not however, cover any towing charges or loss of keys.

In the event of a third party being involved and proved to be at fault and the correct procedure followed regarding accidents then the local car rental supplier will refund the Insurance Excess charged directly. Different countries have different procedures in these matters and each case will be dealt with as per the laws of the country.

To reclaim the Insurance Excess in the case of an accident where the DEW or SDEW is included then you must send us the following items:

1. Your Car Hire Reference number
2. Rental Agreement
3. Damage Invoice
4. Supplier Accident Report (You must report all accidents/damage to the local supplier)
5. Police Report (if a third party is involved the accident must be reported to the police)
6. Customer Credit Card statement showing the transaction.

• DEW and SDEW is not available on some vehicles

The excess will not be reimbursed in the following cases:

- If the accident/damage is not reported to the local supplier immediately.
- If an accident involving a third party is not reported to the police and a police report obtained
- damage incurred due to failure to comply with the rental conditions
- damage incurred due to driving under the influence of alcohol, drugs or medication.
- loss of or damage to the car keys
- private objects that are stolen from the vehicle or damaged
- subsequent costs such as towing costs, hotel accommodation, phone costs etc
- DEW/SDEW is not available on some larger group vehicles.
- DEW is not applicable to damage done to tyres and wheels, windscreens, wing mirrors and windows, the undercarriage, the roof, the interior of the car, the clutch, damage to the locks and towing charges.
- DEW/SDEW is not applicable where the vehicle has been driven with undue care and attention, on un-tarmaced roads, negligently or if the driver has been under the influence of drugs or alcohol. The cost of the excess will not be waived in any of the above circumstances and you may be liable for the full amount,
- DEW/SDEW does not cover the loss or damage of car keys and where replacements have to be found, and any costs directly involved with the theft of a vehicle.
- DEW/SDEW does not cover vehicles taken off road.
- If paid for locally, DEW/SDEW can cost up to EUR30.00 per day. With Your Car Hire, the cost is only £2.50 per day for Damage Excess Waiver and £4.50 per day for Super Damage Excess Waiver.

The contents of the car are usually covered under a client's own travel insurance. Please check this before travelling.

Claims will only be considered if all relevant paperwork is received within 90 days of the hire end date.

### **General Conditions**

All bookings are confirmed when full payment is received or as per the terms of your account and are subject to Your Car Hire's terms and conditions. No other terms, conditions and warranties, expressed or implied by law, custom and course of dealing shall form part of any contract between Your Car Hire and the client except for those terms implied by law whose application is mandatory.

The client acknowledges that in making a booking with Your Car Hire it does so only on the basis of the material contained in the car hire invoice/voucher. All other statements or representations made by Your Car Hire, its employees, or agents are of no effect unless confirmed by us to the client in writing.

Your Car Hire act as a broker for the hire companies and a contract will be taken with the car hire company supplying the car. Clients will then be subject to the terms and conditions of that contract and the laws of the country where the rental has taken place.

Your Car Hire accepts no responsibility for and shall not be liable in respect of any loss, damage, alterations, delays or changes arising from, for example, civil strife, industrial dispute, including air traffic control disputes, terrorist activity, natural and nuclear disaster, fire or adverse weather conditions, unavoidable technical problems with transport, closure or congestion of airports or ports, cancellation of scheduled airlines and financial failure of airlines.

Your Car Hire and the car hire supplier reserves the right to levy any government increase in tax or change in law, which results in additional cost after the confirmation in the reservation.

Your Car Hire liability to the client for any loss, damage, injury or accident what so ever, whether arising out of negligence, breach of contract, or any other cause shall not exceed twice the invoiced price of rental of the vehicle concerned provided that nothing in this clause shall limit Your Car Hire's liability for death or personal injury caused by its negligence.

Your Car Hire will not be held responsible for anyone driving under the influence of alcohol/drugs, causing wilful damage, off road driving or driving without due care and attention.

The client will indemnify Your Car Hire against this in respect of such claims.

The client is responsible for all parking and driving violations.

### **Number of passengers**

All vehicles booked through Your Car Hire are insured for a maximum number of people. Your Car Hire cannot accept responsibility where a vehicle is not big enough to fit all passengers and luggage on arrival if full details were not given at the time of booking. In the interest of safety, this number must not be exceeded and the insurance on the vehicle will be invalidated.

### **Complaints**

Your Car Hire will endeavour to resolve complaints within 7 days of receiving full details in writing, however some complaints may take longer due to the nature of the complaint. All complaints should be resolved within 28 days.

Complaints can only be considered if received by Your Car Hire within 180 days of the end of the rental contract.

### **IMPORTANT NOTICE!!**

In case of theft, accident, or damage to the vehicle, whatever the extent of damage, driver must give a written statement to the supplier, otherwise he is considered totally responsible for the damage.