

Northgate Vehicle Hire Limited
Standard Terms and Conditions – Key Information (Terms)

This Factsheet sets out the key information from the Northgate Vehicle Hire Limited Standard Terms and Conditions that apply if we supply you with any vehicles for hire and or any additional services as set out in your Order Form(s). Definitions in this Factsheet are set out in the Terms.

IT DOES NOT FORM PART OF OR OVERRIDE THE TERMS. IT IS FOR INFORMATION PURPOSES ONLY.

Description of goods		Hire Vehicles, telematics and incident management.
Duration of hire		<p>Each Vehicle will be hired to you in one of the four following ways:</p> <ol style="list-style-type: none"> for a minimum Rental Period of 12 months, meaning that there is a defined period for hire of the Vehicle (and a set Return Date of the Vehicle) as set out in the Booking Form ("12 Months+"); for a minimum Rental Period of 12 months, meaning that there is a defined period for hire of the Vehicle (and a set Return Date of the Vehicle) which includes in the Rental Charges a suite of features ("VanHire+"); for a minimum Rental Period of 84 days, meaning that there is a short defined period for hire of the Vehicle (and a set Return Date of the Vehicle) as set out in the Booking Form ("Flexible Hire"); or for a short term hire period meaning that although a Return Date may be specified on the Booking Form, you may return the Vehicle to us before the Return Date or After the Return Date ("Short Term Hire")
Amount and timing of hire payments		The cost and term of hire is set out in your Order Form(s) and is subject to any changes as set out below.
Other payments	Deposit	Any required deposit will be communicated to you by your account manager.
	Price Changes	We reserve the right to review and increase our prices on all products upon 28 days' notice to you.
		<p>In respect of 12Month+, where our increase to the Charges exceed RPI, you shall have the right to return any Vehicle within the 28 day notice period and the following Rental Charges shall apply:</p> <ul style="list-style-type: none"> if the Rental Period is less than 12 months you will remain liable for the Rental Charges to the date of Off-Hire and <i>not</i> the entire 12-month period; if the Rental Period is more than 12 months you will be liable for the Rental Charges based on the appropriate price band indicated at the time the Vehicle was taken On-Hire. any Charges relating to Additional Equipment (if any) that have been spread over the Rental Period shall cease at the date of Off-Hire. <p>If in the event that the Vehicles are still On-Hire to you on expiration of the 28 day notice period, you shall be deemed to have accepted the adjustment to the Charges and will be charged at the notified rate from expiration of the 28 day notice period.</p> <p>In respect of any Flexible Hire you shall have the right to return the return the Vehicle but you will remain liable for the Rental Charges to the Return Date</p>
	Vehicle return	<p>Where the Vehicle is on 12 Month+ or VanHire+, You must return the Vehicle to a branch on or before the agreed date for return of the vehicle (Return Date).</p> <p>Where the Vehicle is for a Flexible Hire period, You may return the Vehicle to a branch on the Return Date, or before or after the Return Date (subject to our agreement in advance).</p> <p>If you return a Vehicle on 12 Months+ hire before the Return Date the following charges apply:</p> <ol style="list-style-type: none"> If the Rental Period is less than 12 months you will remain liable for Rental Charges for the entire 12-month period; If the Rental Period is more than 12 months you will be liable for Rental Charges up to the Return Date calculated by reference to the difference in price between the Rental Charges you have paid, and the pricing band of the rental charge for next level of 12Month+, i.e. if you contract for 24 months and off hire after 18 months you will be required to pay the difference between the 24 month price band and the 12 month price band for the 18 months' of hire. The price bands are set out in the Pricing Schedule. <p>If you return the Vehicle at a time prior to the agreed time the Rental Charges payable shall be recalculated to include an additional charge in respect of the number of Rental Days between the Return Date and the actual date that the Vehicle is returned.</p> <p>If you fail to return the Vehicle at the agreed time on the Return Date, and the Vehicle is on Flexible Hire the Rental Charges payable shall be recalculated to include an additional charge in respect of the number of Rental Days between the Return Date and the actual date that the Vehicle is returned.</p>
	Additional Equipment including Telematics (if applicable)	<ul style="list-style-type: none"> If a Vehicle is hired to you on 12 Months+ or VanHire+ the charges for the Additional Equipment will be split over the Rental Period. If the Vehicle is hired on Short Term Hire or Flexible Hire then we will split the charge for the Additional Equipment over the estimated Rental Period or other period mutually agreed between us in writing. If you continue to hire the Vehicle after the estimated Rental Period (or past the mutually agreed period) we will reduce the Rental Charge to take into account that the Additional Equipment have been paid. If any Vehicle is Off-hired before the charges for any Additional Equipment have been paid in full, we will invoice you for all outstanding Additional Equipment charges as at the date of Off-Hire and invoice you. The invoice is payable within 28 days of the date of the invoice. You may cancel the Telematics Services and/or any Telematics Devices at any time however, if you cancel any Telematics Camera(s) within twelve (12) months and/or any other Telematics Device within three (3) months of installation you will be liable to pay an Early Termination Charge (set out in your Pricing Schedule) on each cancellation.
Travel outside of the United Kingdom	If We agree that You may take any Vehicle outside of the United Kingdom You will pay an Administration Fee of £25.	

Changing a Vehicle	If you qualify to change the Vehicle once during the period of a 12Month+ product and we agree to change the Vehicle you will pay an administration fee of £52.
Insurance	You are required to insure the Vehicles under a fully comprehensive insurance policy (and send us a copy of your Certificate of Insurance BEFORE we will deliver any Vehicles to you) unless otherwise agreed by us in writing and signed by us both. This STILL applies if you re-hire the Vehicles to another party.
Damage	<ol style="list-style-type: none"> 1. You shall be responsible for the cost of repairing any Damage and hereby authorise us to carry out any repairs (including at Off-Hire) and invoice you for those repairs. 2. Any Damage Allowance can only be used at Off-Hire and cannot be used against Damage caused during the Rental Period. 3. You authorise us to carry out any repairs (including at Off-Hire) without recourse to you up to the Delegated Authority Amount as set out in the Pricing Schedule. Under the Delegated Authority we will undertake the repairs, invoice you accordingly and draw the funds from your nominated account by direct debit. 4. If the cost of repairing any Damage exceeds the Delegated Authority Amount we will notify you and provide a claim pack which will enclose all relevant information including a breakdown of the cost of the repairs. You shall have seven (7) days from the point of receipt of the notice and claim pack to involve your insurers should you wish to do so and/or to discuss the charges. If we do not receive a response within seven (7) days you will be deemed to have consented to the repairs and we will commence the repairs in accordance with the claim pack, invoice you for those costs and draw the funds from your account under your direct debit. 5. Whilst the Vehicle in being repaired your Rental Charges will be recalculated in accordance with clause 6.10. 6. NOTE: We may, at our option, elect not to repair Damage, but if we elect not to carry out such repairs at that time we reserve the right to charge you an amount equal to the cost of the repair works that would otherwise be required and which we may carry out in the future.
Exceeding the Estimated Annual Mileage	We shall be entitled to invoice you for each mile that the Actual Mileage exceeds the Estimated Annual Mileage (clause 8.4) at the rate set out in the Pricing Schedule.
Indemnity	<ul style="list-style-type: none"> • You shall indemnify us against all Losses suffered by us arising out of or in connection with the Agreement including any and all loss and Damage to any Vehicle hired by you (including replacement vehicles). • You are also liable to indemnify us any amounts covered under clause 16.4 (intellectual property) and 27.2.2 (data protection).
Theft	If you fail to return the Vehicle on the Return Date due to theft of the Vehicle and the Vehicle is not recovered you will be liable to pay us the Rental Charge until settlement in full is received from you for the replacement cost (calculated in accordance with market value using CAP index) up to a maximum of twenty eight (28) days.
Replacement Vehicle	We are able to supply loan vehicles if your Vehicle is in for servicing/damage repair and or maintenance work. If you require a replacement Vehicle, You will be responsible for the Rental Charges for that replacement Vehicle.
Default Charges	<p>The following charges are payable under the Agreement by You if You default in Your obligations:</p> <ul style="list-style-type: none"> • Failed delivery/collection - We reserve the right to charge You for costs incurred in any failed delivery or collection of the Vehicle as set out in clause 5.4; • Vehicle condition on return - The Rental Charges shall be recalculated if You fail to return the Vehicle to us in the same condition as it was hired to You (as identified in the Vehicle Condition Report) as set out in clauses 6.9 to 6.12 inclusive; • Removing items from / cleaning the Vehicle - In the event We are required to remove materials or equipment from the Vehicle, You will be liable for the costs of this removal (including cleaning of the Vehicle and Rental Charge for the days occupied by such removal in accordance with clause 6.13; • Valet charges – You will be responsible for Valet charges, associated charges and an Administration Fee in the event of smoking in the Vehicle or if the Vehicle is returned in an unacceptably dirty or unusable condition in accordance with clause 6.14; • Fuel costs - If you do not return the Vehicle with a full fuel tank, We will charge you the cost of fuel at the prevailing rate together with an administration fee of £25, as set out in clause 8.2; • Modifications – We may charge You for the cost of reversing any modifications You make to the Vehicle(s), as set out in clause 9.4 of the Terms and Conditions of Hire; • Overdue service – We may charge You for the losses We incur due to Your failure to inform us that a service is due (clause 11.2); • Lock and keys - We may charge You for the cost of replacing the full lock, keys and administration fee of £25 in the event that the keys to any Vehicle are lost whilst the Vehicle is under Your care (clause 12.10); • Attendance fee - An attendance fee may be payable for any call out to the vehicle (clause 12.11); • Penalties and fines - We may charge You for any penalties and charges that you incur following notification from the relevant issuing authority, as well as an administration fee of £25 as per clauses 14.1 to 14.4 of the Terms and Conditions of Hire; • Interest - If We have not received any payment due under the Agreement by the due date, We will charge interest on a daily basis at an annual rate equal to 5% over the current base lending rate of Barclays Bank plc in accordance with clauses 19.14; and • Cancelling a booking – we may charge you for any services we have performed and/or costs we have incurred in relation to the booking prior to cancellation (including failed delivery charges and an administration fee of £25) in accordance with clause 24.
Other charges	Other expenses You may be required to incur under this Agreement are set out in clause 15 of the Terms and Conditions for Hire (Insurance).

MISSING PAYMENTS

Missing payments could have severe consequences and may make obtaining credit more difficult. If you fall behind on your payments you may be liable for the debt plus costs (including but not limited to recovery agent fees and storage costs), interest and compensation charges in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. The Vehicle[s] may be recovered and you may be liable for the costs of such recovery.

GDPR

We take your privacy seriously and each of our data protection obligations are set out in full in clause 27. Please refer to our privacy policy set out at <https://www.northgatevehiclehire.co.uk/useful-information/privacy-policy> and contact us if you have any concerns or queries.