

MCVR Terms & Conditions

Last updated: 30/08/2024

Please be advised if you do not adhere to the Terms & Conditions regarding Driver Age, Payment, Driving Licences & history, Identification Required and Rental Payment Terms when collecting your vehicle our Cancellation Policy will be enforced. Should you be unable to fulfil the stated ID Requirements please contact your renting location to discuss options prior to making a booking.

Telematics Device & Vehicle Monitoring:

MCVR vehicles may be fitted with a telematics device to track vehicle location, mechanical health, and for security purposes. By agreeing to these terms and conditions, you consent to the use of such telematics devices. The telematics device allows MCVR the option to track the vehicle's location, monitor mechanical health, and immobilise the vehicle at the sole discretion of MCVR's managing director. Further details of how this data is processed and stored can be found in our Privacy Notice.

Servicing:

An electronic notification will display in the vehicle to advise a service is due. It is your responsibility to contact MCVR to advise the vehicle requires servicing.

If a service is missed during your rental, a penalty charge of £2,000 will be applied.

The customer is responsible for the proper maintenance of the vehicle during the hire, including checking of oil, water, brake fluid, lights, and tires and reporting any defect immediately to MCVR so that it can be rectified. Should failure to maintain the vehicle cause MCVR's policy to be invalid in any way, the customer will bear the cost of any accident or damage that may occur. In the event that mechanical damage occurs due to negligence of the maintenance, hirer will bear the full cost of the repairs to the vehicle and/or any third party involved.

Management Warning Lights:

Warning lights must be notified to MCVR immediately. Failure to do so will result in a £2,000 penalty charge being applied. You will also be liable to any repair and loss of use costs that result in not reporting the management warning light appearing.

MCVR Assist:

In the event of a breakdown, engine fault or general occurrence of vehicle downtime, please call MCVR Assist on the number displayed inside the vehicle or on the key fob.

Accidents:

In the event of an accident or incident involving another vehicle or person, the driver will do the following in this order:

- i) IMMEDIATELY ring the 24-hour Accident Management number given to you on collection of the vehicle and available in the vehicle cab or from MCVR's office during office hours and the emergency line given to the customer on collection.
- ii) Not make any admission of fault or liability.
- iii) Take the registration number(s) of the third-party vehicle(s) involved, the driver's name, address, and phone number, and pictures of all the vehicles involved. Also, make sure to check & note the number of occupants/passengers in the Third-Party vehicle to avoid fraudulent personal injury claims.
- iv) Take the name and address and phone number of any witnesses. v) Do anything that the Accident Management staff ask of you.
- v) Complete an accident report the same day and submit it to the Accident Management or MCVR's office

Failure to ring the Accident Line immediately and speak to an operator will render the customer liable for all costs that develop from any accident or incident. An initial penalty of £1,000 in addition to the excess of the same amount published for that vehicle will be taken whenever we receive notification by anybody of an accident or incident involving MCVR's vehicle outside of the first hour after such happening.

The excess will always be collected in the event of an incident irrespective of which party is at fault.

If the accident is your fault, all costs associated to the repair of our vehicle, the third-party vehicle and property (including any admin fees) will be deducted from the excess. If this amount is less than the excess paid, we may return the difference to you.

In the event of an accident that is your fault, any hire charges that have been paid for the period agreed will be lost. No guarantee of a replacement vehicle will be provided. In addition to the excess, there is a £600 admin fee applied to process the insurance paperwork and recovery of third-party vehicle & property caused by the accident.

If the accident is not your fault, when the third-party insurer confirms in writing that they will be repairing our vehicle at no cost to MCVR, your excess will be returned minus an admin fee of £250 to cover the time dealing with the insurance providers.

The hirer shall be liable for all recovery costs after an accident, regardless of fault, to MCVR's premises or to their chosen repairer. Providing the third party pays out, these costs can be recovered, providing MCVR has been given the receipts within 14 days of the accident.

In the event that there is a dispute over any accident or incident, the driver must be helpful to anyone whom MCVR employs to get a settlement. The driver must agree to attend court if the need arises to get a successful conclusion to any claim. Should the driver refuse to cooperate in any way and the claim is lost as a result, the customer will be liable for the full amount of damages, injuries, and costs of both MCVR and the third party(s).

Should an unreported accident come to light after the deposit has been refunded, MCVR reserves the right to take double the rental deposit, as is your liability, from any payment card(s) used without giving notice. All other conditions will also apply + aforementioned £1,000 penalty.

There will be no limit of cost to hirer where an accident or damage has been caused by not driving in accordance with the rules and regulations for road users (i.e. Drink driving, drug use etc.).

Private Vehicles:

Please note we are unable to allow private vehicles to be left at any of our sites.

MCVR Cancellation and no-show policies:

All bookings cancelled less than 48 hours from the pick-up date and time are non-refundable. Please note if appropriate I.D., the necessary payment/deposit is not produced at time of pick-up or the Terms and Conditions are not adhered to in any way, and the rental cannot proceed, no refund will be made. Cancellations can only be made by calling MCVR or emailing info@mcvr.co.uk, cancellations are only final once this has been confirmed in writing from MCVR. NB: No cancellations can be made after the rental start date & time.

If you do not arrive to collect your vehicle (no show):

Unless you have cancelled your reservation in accordance with the above terms, if you do not collect your vehicle at the time specified above, no refund will be made. The MCVR location will, however, hold your rental vehicle available for you for 1 working hour after the time of the reservation (unless this is outside the renting location's opening hours). Vehicles images Vehicle images are examples only. Specific models cannot always be guaranteed. If you require a specific make/model, please call MCVR first to ensure this is available on our fleet

Vehicle availability:

MCVR works with a wide range of Manufacturers and, as such, we are unable to display every available vehicle within each category on our website. Our policy is to display the most appropriate vehicle within that particular category at any point in time. The definition of 'Or Similar' is the provision of a vehicle of comparable size, body type and rental value to the vehicle being displayed. Please note, due to the number of Manufacturers we deal with, we may supply a vehicle from an alternative manufacturer. In the unlikely event that a vehicle from the category booked is unavailable MCVR will supply a Free Upgrade. A Free Upgrade is defined as a vehicle which has a greater rental value than the category booked.

Price:

Rates include insurance (subject to the damage liability of the vehicle), VAT & Roadside Assistance unless it is specifically stated in the quote or rental agreement that these are excluded.

Deposits:

Upon collection or delivery of the vehicle a deposit pre-authorisation will be taken from a credit card in the main driver's name. The funds will not leave the customer account. The deposit amount will remain in a frozen state until the hirer returns the vehicle with the same amount of fuel as the vehicle was collected with.

The deposit monies will not primarily be used to cover any extensions that hirer may request, the deposit will also not be used to reimburse MCVR for damage or fines/endorsements incurred by the hirer. These charges will need to be covered by a separate payment by either a debit or credit card in the main hirers name.

Deposit amounts are as follows:

- Cars: £250
- Vans: £500
- Minibuses: £1,000
- Drivers aged 21-24: £500
- Non-UK Licence holders: £500
- Drivers with 7-9 points on their licence: £500

Mileage is limited on all hires:

Vehicles are subject to limited miles as follows:

- Daily Rentals are limited to 200 miles per day
- Weekly Rental are limited to 1000 miles per week
- Monthly Rentals (up to 28 days) are limited to 5000 miles per month

Excess miles will be charged as follows:

- All vehicles: 45p per mile

Driver Age:

All drivers must be aged between 21 – 69 and have held their full UK licence for 1 year at the time of collection.

Drivers aged 21-24 must have held their full UK licence for 2 years and may only rent cars in group A, B & C and vans group V1 & V2. An additional fee of £25 per day will be applied to these groups of drivers either at the time of booking or at the counter upon collection from the MCVR location.

Drivers of vehicle group V4, V5, M2 & M3 aged between 26-30 will be charged an additional fee of £25 per day.

Minibus drivers must be aged between 25-69 having held their full UK licence (with a D1 entitlement) for a minimum of 2 years.

Damage Liability / Insurance:

Drivers (apart from those who meet criteria listed below) are subject to a damage liability of up to £2,000 per instance of damage or damaged body panel. This liability can be reduced to £500 by purchasing the collision damage waiver at £30 per day. This can be added at the time of collection at the MCVR location.

Damage Liability in the following circumstances is set at £3,000 and can only be reduced to £2,000 for £30 per day:

- To drivers aged 21-24
- Non-UK licence holders
- Drivers with between 7-9 points on their full UK licence

A liability of £7,000 for any vehicle that is stolen while in the hirer's possession.

Any instances of damage or malpractice (breakdown due to the driver negligence), that deem the vehicle to be undrivable will have a daily loss of use charge applied. This will in addition to any damage liability excess payable and will remain the hirer's responsibility to cover until the vehicle is roadworthy once again.

Please note Glass and Tyre damage is not covered but can be purchased separately.

Glass and tyre cover:

Damage to any glass or the tyres (not deemed to be wear & tear) is not covered under the damage liability insurance. You can choose to purchase cover for it at £12 per day

Damage Liability waiver may be withdrawn at any time (for example, due to extreme weather conditions) at the discretion of MCVR senior management.

Exclusions from MCVR insurance:

Any of the following circumstances would mean that under no circumstance would MCVR's rental insurance be valid:

- Persons having not held a full UK licence for the required period
- Persons not having 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 a 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, unless a credit or debit card is used to guarantee a deposit or excess
- Drivers involved with or connected with the following occupations: NON-UK ARMED FORCES, ENTERTAINERS, SPORTS PROFESSIONALS, STUDENTS (other than cars), HAWKING OR GENERAL DEALERS, SCRAP MERCHANTS/DISMANTLERS, PROFESSIONAL GAMBLERS, MODELLING and UNEMPLOYED PERSONS.

Fuel Policy:

All vehicles are supplied with a full tank of fuel at the start of the hire. You must return the vehicle full at the end of the rental. If the vehicle is not returned full, you will be charged for missing fuel at the end of the rental at the locally determined price. Please note a surcharge will be applied for this facility.

The hirer should not allow the rental vehicle to run out of fuel. In the event, the hirer shall be liable for the full cost of supplying fuel and restarting the vehicle.

In the event that the hirer allows the wrong fuel to be put into the vehicle fuel tank, there is a minimum charge of £1,000 to rectify.

Electric vehicles will need to be returned with at least 80% charge, any less and there will be a £100 penalty applied plus the cost to recharge the vehicle to 80% again. No refund will be granted for any charge greater than 80%.

Payment:

Payment is required by credit card or debit card prior to collection of the vehicle. Please note, a credit card in the lead hirers name must be presented upon collection of the vehicle. This will be pre-authorised for a fixed amount (between £250-£1,000). This pre-authorisation will be released if there are no outstanding charges or new damage on the vehicle when it is returned. Please note, the release of this pre-authorisation can take up to

5 working days to be released. Cheque, and pre-paid credit cards are not accepted. Third parties may not pre pay for a rental online and the credit or debit card presented at the start of the hire must always be in the name of the main driver. Third parties paying for the rental at pick up (or additional rental charges in the event of a pre-payment) is not acceptable.

Overseas use:

Overseas travel is only available with prior written consent provided by MCVR 48 hours prior to the vehicle leaving the UK. MCVR vehicles are all fitted with geofencing technology that will notify MCVR if a vehicle leaves the UK, if this occurs, you will liable to pay an additional fee of up to £2,000 per day as well as be liable for the full value of the vehicle as well as any damage caused to a third-party vehicle or object.

Please note, you are freely able to travel across GB, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands.

Driving Licences & history:

Anyone who will be driving the MCVR vehicle must present a valid form of photographic ID in addition to their valid driving licence with their current address, in person, at the time of collection. No copies of licences will be accepted.

All drivers must have held a full driving licence for at least 12 months.

Licence endorsements up to 9 points are accepted but drivers cannot opt into the CDW reduction.

If the driver has been banned from driving, or has been disqualified for 12 months or more, we will only rent 5 years or more after the return of the licence.

All drivers presenting a UK driving licence (card licence or paper licence) need to provide evidence of their current endorsements at the time of renting - this includes any additional drivers.

MCVR have a direct feed from the DVLA that allows the business to verify all renters driving licence endorsements and entitlements. In order to carry out this check, the renter will need to provide all details contained on their driving licence as well as their NI number.

All hirers must be in possession of a licence with a D1 entitlement on it to hire a minibus

Identification required:

If you cannot fulfil the stated ID requirements, you may not be able to collect the rental vehicle. Please call MCVR in advance of collection if you are in doubt.

When collecting the vehicle, the Lead Driver must present:

- a valid driving licence along with their valid passport. Photocard style licences must be in date, we cannot accept an expired photocard. NB. Licences not showing the current home address (this includes licences issued in EU countries and driver resides in UK), will need 2 x additional proofs of address.
- 2 x proofs of address dated within the last 2 months. These can a credit card statement/bank statement, a formal document (eg. utility bill) both must be dated within 8 weeks of date of hire and be the original documents.
- a credit card in their own name (please note a debit card is not accepted for the deposit)
- Their NI number for DVLA driving licence check.

All additional drivers must present the same forms of ID as mentioned above for the lead driver - we cannot accept an expired photocard.

Please contact MCVR prior to making a booking if you have any questions regarding identification required.

Identity Verification:

In order to manage our insurance risk and combat fraud we may conduct a search and check on the personal details you have provided using identify verification services provided by credit reference agencies and counter fraud services provided by Credas. The identity verification services we use may involve soft searching your credit file. Soft searches will not impact your credit rating or affect the way lenders see you in any way. You may see these soft searches as 'footprints' on your credit report in either our name, Credas or the name of one of the credit reference agencies that we work with. More information about how we process your information can be found at: www.mcvr.co.uk/privacy-policy where you will also find details on how you can object to your information being processed.

Fines & Charges:

Certain areas of the UK, such as the centre of London, have congestion charging zones meaning you need to pay a fee if you wish to drive through them, on certain days and during certain times. There are also toll roads and toll bridges which require you to pay a fee to use them. You, as the hirer, are fully responsible to pay these charges within the allocated time frame. The same applies to any drop off and parking charges (including at airports). If you do not pay these charges, you will incur a fine.

If a fine or charge is sent to us because you haven't paid a charge or complied with the law, we will send this across to you pay or dispute. There is an administration charge of £60+VAT applied to any fine or charge that we pass onto you handle.

Please note, we will not dispute any fines or charges on your behalf

Vehicle Inspection:

The hirer acknowledges that the vehicle will undergo a thorough inspection before the commencement of the rental period. Any pre-existing damage or issues will be documented in the rental agreement. The hirer agrees to return the vehicle in the same condition, allowing for reasonable wear and tear, as it was at the commencement of the hire. Any new damage discovered upon return will be assessed, and the hirer will be responsible for the repair costs. MCVR reserves the right to charge the hirer's credit/debit card for these costs.

Vehicle interior condition:

It is against the law to smoke in public places within the United Kingdom. The vehicle is considered a public place, so you are not allowed to smoke in it. If we believe anyone has smoked in the vehicle during the rental period, a specialist cleaning charge of £200 will be charged.

This charge will also be applied if the interior of the vehicle is especially muddy, dirty, stained, or smelly, and our standard cleaning procedure will not fix it.

The hirer is responsible to cover full repair costs for instances of vandalism inside (or outside) the vehicle.

Rental Terms:

When you book online you accept the conditions set out below: The MCVR location will do its best to have the vehicle which is the subject of a confirmed reservation available on the day and at the time you have requested. If you decide to cancel your reservation or do not arrive to collect your reserved vehicle on the day and at the time you have reserved it, charges may be made and these are explained in these Rental T&Cs. Please read this carefully. If there is anything you do not understand or do not agree with, please ask any member of staff at your MCVR location. By booking online and accepting these Terms & Conditions you consent to MCVR applying charges to your credit or debit card account. Your full rental charges are paid for at the time of booking. You will not be required to make the excess deposit payment or pay for any possible additional rental costs until you collect your vehicle.

As all rentals are pre-paid, any additional charges will be charged in the branch (these can be made on a credit or debit card). A pre-authorisation will also be applied as a security deposit as the time of collection, this can only be actioned on valid credit card in the renter's name. When you return the vehicle at the end of the hire period, the total additional charges, including any charges for fuel, damage, etc will be calculated and any overpayment will be credited to your card. Please note this process may take up to 5 working days.

If the renter does not have a credit card, at the MCVR branch management discretion, a payment for all additional charges will be taken as well as the full excess (damage liability) upon collection of the vehicle. That is to say, should you choose not to accept a damage liability waiver reduction your card will be charged for the additional charges plus the applicable excess (up to £2,500). When you return the vehicle at the end of the hire period, the total additional charges, including any charges for fuel, damage, etc will be calculated and any overpayment will be refunded to your card(s). Please note this process may take up to 5 working days.

MCVR reserves the right to refuse rental to any person without giving a reason.

The vehicle will remain the absolute property of MCVR at all times.

Rental period:

You will have the vehicle for the rental period shown in your Reservation Confirmation. 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 are breaking the conditions of this agreement. We can 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 when you collect the vehicle.

In the event that you return the vehicle earlier than the date originally specified, a credit note will be issued to go towards your future rental with MCVR. A refund will not be issued in the event of an early return, unused fuel or late pick up.

If you wish to return the vehicle after the time originally specified, you should contact the branch to agree this. 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.

General Terms:

The hirer acknowledges that the vehicle will not:

- i) Be used for any illegal purpose.
- ii) Be used for any kind of rally, race/contest, track days, towing or pushing.
- iii) Be used for hire or reward of passengers, nor use to carry more passengers than it has seat belts for.
- iv) Be overloaded with any items that exceed the weight capacity of the vehicle. Any load must be loaded evenly, safely, and with the individual axle loads in mind.
- v) Be driven with any load overhanging the body. (All loads to be securely attached)
- vi) Be driven with any load on the roof of the vehicle. No roof racks permitted.
- vii) Be damaged by submersion or have contact with salt water
- viii) Be left unattended with keys in the ignition or anywhere else in it.
- ix) Be driven on roads that have not been sealed with bitumen or concrete.
- x) Be driven in a manner that was dangerous or may cause damage, but only in a careful and considerate way.
- xi) Leave the shores of mainland UK.
- xii) Be driven in a way that would contravene any laws or regulations in any country the vehicle may be used. This includes: not being under the influence of alcohol, drugs, or any other substance that would impair driving ability.
- xiii) Be used for any purpose that contravenes the Insurance policy, and further undertakes not to use the vehicle after the expiry of the hire agreement unless first paying for and receiving a hire extension form.
 - a. The hirer shall at all times be responsible for the safekeeping of the vehicle.
 - b. In the event that the hirer allows a person to drive the vehicle that is not registered as an additional driver on the Contract, a penalty of £1,500 will be charged. The hire may also be terminated, and no refund of rental charges will be given. If the unauthorised driver causes any damage to the vehicle, they will be liable for the repair costs in full – up to the full value of the vehicle, as well as any damage caused to a third-party vehicle or object, along with loss of use costs.
 - c. Any time, grace, or indulgence granted to the hirer by MCVR shall not prejudice the strict rights of MCVR under the terms of the hire agreement.
 - d. Acceptance of the vehicle by the customer confirms acceptance of the Terms and Conditions set out in this Agreement and implies acceptance of the vehicle in good order and sound mechanical condition.
 - e. Unless agreed at the time of booking or collection, the vehicle must be returned to the office that the rental started, in the same clean and good mechanical condition as it was at the commencement of the hire.
 - f. The customer is responsible for the proper maintenance of the vehicle during the hire, including checking of oil, water, brake fluid, lights, and tires and reporting any defect immediately to MCVR so that it can be rectified.
 - g. Should failure to maintain the vehicle cause MCVR's policy to be invalid in any way, the customer will bear the cost of any accident or damage that may occur. In the event that mechanical damage occurs due to negligence of the maintenance, hirer will bear the full cost of the repairs to the vehicle
- xiv) MCVR reserves the right to terminate the rental Agreement and take possession of the vehicle without notice and without reason. Any unexpired rental will be refunded, providing this Agreement has not been broken by the hirer. MCVR will not be liable for any loss or delay or any other claim resulting from the repossession.
- xv) The vehicle will remain the absolute property of MCVR at all times. The hirer shall not dispose of, lend, or hire the vehicle or allow any loan or pledge of any kind to be made against it.
- xvi) The hirer shall not be permitted to authorise any repairs to the vehicle. MCVR will not be liable to the hirer or any third party for any repairs that have not been authorised in writing.
- xvii) In the event that the vehicle is left outside MCVR's premises when closed, it remains the responsibility of the hirer until the next official opening of that office.
- xviii) In the event that the hirer fails to return the vehicle to MCVR at the termination of the hire period, the hirer shall be liable for the cost of all inquiries and recovery of the vehicle.
- xix) In the event that the rental exceeds 28 days, the hirer must return to an MCVR location with the vehicle for an inspection, and sign a new Rental Agreement.
- xx) For late returns, a penalty charge is applied proportionate to the delay.
- xxi) The Hirer is liable for the full rental period. No refunds will be made except at the discretion of the owners. In such a case, a minimum of 48 hours' notice must have been given.
- xxii) No responsibility of any kind will be taken for items left in the vehicle, whether on normal return or if the vehicle is collected for any reason. Should items of possible value or use be found in the vehicle, we will keep them for 2 weeks before disposing of them. It is the customer's responsibility to ask for and collect any items. If there are outstanding charges, they must be paid before the release of any goods.
- xxiii) Any verbal or physical aggression towards MCVR officers or staff will not be tolerated and will result in customers being put on bad risk, hire terminated, and Police being called.
- xxiv) Signing the rental agreement at the time of rental supersedes any terms of supply.
- xxv) All vehicles' location, health, and driver behaviour will be monitored as part of our insurance requirements and to ensure continuous service and maintenance monitoring. MCVR reserves the right to remotely immobilise any vehicle during a rental period if necessary.

Privacy Policy:

MCVR is committed to protecting the privacy of its customers. The full privacy policy is available on the website and outlines how personal information is collected, used, and stored.

Data Sharing with the BVRLA

By entering into this rental agreement, you agree that we can process and store your personal information in connection with this agreement including data collected from the vehicle. We may use your information to analyse statistics, for market research, credit control and to protect our assets.

You agree that if you break the terms of this agreement, we can pass your personal information to credit-reference agencies, debt collectors, the police or any other relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), which can share your personal information with its members to prevent crime and protect their assets, as allowed under the Data Protection Act.

Terms & Conditions Updates:

MCVR reserves the right to update these terms and conditions at any time. It is the responsibility of the hirer to review and familiarise themselves with the latest version available on the website.

All terms and conditions are in accordance with MCVR's self-drive insurance providers; therefore, acting outside of these T&Cs would deem the insurance invalid and mean the hirer is fully liable for the vehicle and third parties that may be involved in any incident whilst in their possession.

This comprehensive set of terms and conditions is designed to protect MCVR's interests and ensure a clear understanding between the company and its customers. It is advisable for all customers to carefully read and acknowledge these terms before entering into a rental agreement.