

FlexiBuy

Terms & Conditions

FlexiBuy is a long term Business to Business, non maintenance Hire Agreement for Business Users Only. The Terms and Conditions printed below along with the Hire Agreement form the whole agreement between Vansco Ltd. (Company) And the Hirer, (Customer).

(1) Insurance

- 1.1. The Customer must hold a Fully Comprehensive Insurance Policy for all named drivers throughout the term of the agreement.
- 1.2. Proof of Insurance is required before collection of the vehicle at the start of the Hire Period and must be sent to our office via email, post or in person. The Company reserves the right to check the MIB Database for valid Insurance cover at any time during the Hire Agreement.
- 1.3. If the Insurance details alter in anyway, the Company must be notified immediately. It is your responsibility to keep Insurance valid and up to date at all times throughout the Agreement.
- 1.4. Failure to keep the vehicle Insured may result in recovery of the vehicle by the Company.
- 1.5. The Customer must inform the Insurance Company that the vehicle is on Hire and remains the property of Vansco Ltd. Until completion of the agreement.

(2) Vehicle Condition

- 2.1. Agreement on the condition of the vehicle will be made between the Customer and the Company upon collection.
- 2.2. The vehicle condition will only be inspected upon return of the vehicle if it is returned before the completion of the Hire Agreement Rental Period.
- 2.3. In the case of any vehicle that is returned before the end of the Agreed Hire Period, the Company will inspect the vehicle and any work that is required for damage that is beyond that of work described as Fair Wear and Tear, will be subject to charge and Invoiced to the Customer within 30 days of Return.

(3) Maintenance/Service/MOT

- 3.1. All Hire Agreements with the Company are non-maintenance and therefore it is the responsibility of the Customer to maintain the vehicle, including services at 10,000 mile intervals.
- 3.2. Proof of servicing may be requested by the Company at any time. Failure to maintain the vehicle and provide proof of servicing may result in charges being applied to the account and recovery of the vehicle by the Company.
- 3.3. The company will supply the vehicle with a new MOT, subsequent MOTs due within the Hire Agreement Period are the responsibility of the Customer. The Customer must notify the Company if the vehicle fails an MOT.

(4) Vehicle Tax

- 4.1. The Company will be responsible for insuring the vehicle has the relevant vehicle tax duty paid for the full length of the Hire Agreement.

(5) Vehicle Usage

- 5.1. The Customer may only use the vehicle for the normal purpose for which it is Intended. The vehicle may only be loaded to its maximum design capacity and should be loaded in such a way that does not put the vehicle at any risk of damage. In the case of a minibus, the Customer shall be made aware of the maximum number of passengers at the time of collection and must not exceed that number at any time or for any reason.
- 5.2. The Customer may not make any alteration to the vehicle, including but not limited to, fitting or removing roof racks, internal racking, and personalised branding without prior authorisation from the Company.
- 5.3. Towing is permitted only where the vehicle has been fitted with a tow bar. The Customer must ensure they are aware of the maximum towing weight allowed for the vehicle and should contact the Company for more advice.
- 5.4. The vehicle must not, under any circumstances, be used for the transportation of inflammable, toxic, corrosive, radioactive, biohazardous or other dangerous goods or substances.
- 5.5. Use of the vehicle on anything other than normal public roads (the definition of normal public roads includes private roads, driveways, car parks etc.) is not permitted. This prohibition includes, but is not limited to:
 - 5.5.1 Off-road driving
 - 5.5.2 Participating in racing or other competitions of any kind; and
 - 5.5.3 Speed testing or time trials
- 5.6. Further restrictions apply to the Customers use of the vehicle. The Customer may not:
 - 5.6.1 Use the vehicle for any illegal purposes (including exceeding speed limits and other breaches of the Highway Code);
 - 5.6.2 Use the vehicle whilst under the influence of alcohol or drugs;
 - 5.6.3 Use the vehicle for the purpose of instructing learner drivers;
 - 5.6.4 Use the vehicle other than for the purpose of a Business
 - 5.6.5 Sub-rent the vehicle

(6) Accidents and Theft

- 6.1. The Customer must notify the Company immediately of any accident that has occurred regardless of fault as soon as is safely possible and before the Insurance Company.
- 6.2. Once the Company have been notified the Customer must contact their Insurance Company and inform them of all the details of the accident and that the vehicle is on Hire and that Vansco Ltd. Is the owner of the vehicle. The Company will then deal with the Insurance company directly.
- 6.3. If the accident leads to the involvement of the emergency service, or in the case of Theft, a police crime reference number should be recorded and supplied to the Company.
- 6.4. In the event of a total loss, any payout from the Insurance Company must be paid to Vansco Ltd. And if payment is reduced by the excess on the Customers policy, the Customer will be liable for the excess charge and this will payable to Vansco Ltd. Within 30 days from payout.

- 6.5. Any delay in reporting an accident to the Company may result in penalty charges and recovery of the vehicle by the Company.
- 6.6. Subject to the terms of the Customers policy, the Company may offer a hire vehicle whilst the claim is handled.

(7) Breakdown

- 7.1. This Hire Agreement does not include breakdown cover and the Company strongly recommend the Customer holds valid breakdown cover for use in an emergency.

(8) Drivers/Licenses

- 8.1. All drivers who will be in control of the vehicle at any time during the Hire Agreement must supply to the Company a copy of their driving licence.
- 8.2. Only drivers who have been named on the Hire Agreement and who have supplied a copy of their driving licence may drive the vehicle.
- 8.3. It is the responsibility of the Customer to ensure that any persons driving the vehicle have the relevant licence for the vehicle on Hire.

(9) Mileage

- 9.1. This Hire Agreement is based on the mileage not exceeding 35,000 miles per year.
- 9.2. The Company can, on agreement with the Customer, alter the mileage allowance.
- 9.3. Mileage is monitored by the installed tracking device and will be recorded.
- 9.4. Excess mileage will be charged at 12p per mile if the vehicle is returned before the completion of the Hire Agreement period.

(10) Tracker

- 10.1. All vehicles are fitted with a tracking device and immobiliser.
- 10.2. Tracking devices and Immobiliser are not to be tampered with. Any interference with the tracking device or alterations to the immobiliser, such as key reprogramming, without prior authorisation from the Company will be classed as attempted theft and will be referred to the police.
- 10.3. Vehicles must not leave the UK unless Authorised by the Company.
- 10.4. The tracker may help reduce the Customers Insurance Policy and the Company are happy to supply the details for the Insurance Company.

(11) Payments

- 11.1. The Hire Agreement states the full details of the scheduled payments.
- 11.2. The Hire agreement begins on the date of payment of the Initial Rental charge.
- 11.3. Payment for monthly rentals is to be made monthly in advance, the Company will Invoice the Customer monthly and payment is due within 7 days of Invoice date. Payment can be made by Standing Order or Debit/Credit Card. The registration number of the vehicle should be used as a reference for all payments.
- 11.4. Failure to pay an Invoice in the 7 days will result in a £30 plus VAT administration charge and immobilisation of the vehicle.
- 11.5. Failure to pay within 14 days of the date of the Invoice will result in the vehicle being reprocessed, repossession charges being applied to the account and cancellation of this agreement. At the point of cancellation, all outstanding monies owed for Rental, recovery and administration costs will be due immediately.
- 11.6. The Company reserves the right to chase any outstanding monies owed directly, with the assistance of a Debt Collection Company or through the Small Claims Court.

(12) Repossession

- 12.1. If a vehicle is reposed due to failure to pay, failure to notify changes to Insurance, failure to MOT the vehicle or any other reason, a charge of £150 plus VAT will be applied to the account.
- 12.2. All outstanding monies owed to the Company will then be due immediately.
- 12.3. The Company reserves the right to cancel any agreement due to non payment and keep the vehicle. At the point of cancellation, all outstanding monies owed for Rental, recovery and administration costs will be due immediately.

(13) Penalty Charges/Parking Fines

- 13.1. All fines, including but not limited to; Parking Tickets, Speeding Fines, Congestion Charges and Bus Lane Offences incurred during the Rental Period will be the responsibility of the Customer.
- 13.2. The Company will forward the details of the Customer to all relevant parties on receipt of any charge. It will then be the responsibility of the Customer to deal with the issuing authority directly to settle the charge. If representation is not accepted by the issuing authority, the Company will pay the charge and then Invoice the Customer.
- 13.3. All penalty charges and fines will incur a £30 plus VAT administration fee and be Invoiced to the Customer for immediate payment.

(14) Early Return/Cancellation

- 14.1. The Customer may return the vehicle at any point during the Hire Agreement with 28 days notice.
- 14.2. The Customer will only be liable for any outstanding monies owed up to the return date of the vehicle. No early return charge will be charged.
- 14.3. As per clauses 2 and 3 of this agreement, vehicle condition and servicing of the vehicle during the Hire Agreement will be checked on return. If the Company deem that sufficient serving was not carried out and/or there is damage beyond that of Fair Wear and Tear, the Company will carry out all work required and then Invoice this to the Customer with 30 days of the date of return of the vehicle.

(15) Completion

- 15.1. On completion of the Hire Agreement, the vehicle must be returned to the Company for removal of the tracker and immobiliser. The Company will help organise a time and date to suit you for this work.
- 15.2. Any outstanding monies owed to the Company will be due immediately at this point.
- 15.3. After removal of the tracker and immobiliser and payment of any outstanding monies owed, The Company will transfer ownership of the vehicle to the Customer, subject to an administration fee of £99 plus VAT.

(16) The Company's Liability

- 16.1. The Company will not be liable to the Customer for any failure or delay in performing the Company's obligations where such failure or delay results from Force Majeure;
- 16.2. The Company shall not be liable in contract or tort (including negligence) by reason of any breach by it of any term of these Terms and Conditions or other express term of the Rental Agreement, or breach by the Company of any implied warranty, condition or other term, or any negligent or innocent misrepresentation, or any negligence or other duty at common law, for any:
 - 16.2.1. loss of use or unavailability of any vehicle;

- 16.2.2 interruption to business;
- 16.2.3 loss of income, revenue, business;
- 16.2.4 loss of business opportunity;
- 16.2.5 loss of profit or contracts;
- 16.2.6 loss of anticipated savings; or
- 16.2.7 any indirect, special or consequential loss, damage, costs, expenses or other claims;

arising from any act or omission by the Company or any of its agents or employees or sub-contractors or any other person or entity in connection with the performance of the Company's obligations arising under these Terms and Conditions and the Rental Agreement

- 16.3. Nothing in these Terms and Conditions is intended to or will exclude or limit the Company's liability for death or personal injury caused by its neglect (including that of its employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.
- 16.4. (Without prejudice to any of the above provisions of this clause 16, the Company's total liability under these Terms and Conditions shall be limited to the value of the Rental Agreement, that is, the total Rental Fees payable by the Customer)

(17) Entire Agreement

- 17.1. The documents comprising the Rental Agreement, these Terms and Conditions and any other documents expressly incorporated into the Rental Agreement, contain the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 17.2. Each Party acknowledges that, in entering into this Rental Agreement, neither party gives any warranty or relies on any representation, warranty or other provision except as expressly provided in the documents comprising the Rental Agreement.

(18) Other Important Terms

- 18.1. The Company may transfer (assign) its obligations and rights under these Terms and Conditions (and under the Rental Agreement, as applicable) to a third party (this may happen, for example, if the Company sells its business). If this occurs the Customer will be informed by the Company. The Customer's rights under these Terms and Conditions will not be affected and the Company's obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 18.2. The Hirer may not transfer (assign) their obligations and rights under these Terms and Conditions (and under the Rental Agreement, as applicable) without the Company's express written permission.
- 18.3. The Rental Agreement is between the Customer and the Company. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 18.4. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / these provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

18.5. No failure or delay by the Company in exercising any of its rights under these Terms and Conditions means that it has waived that right, and no waiver by the Company of a breach of any provisions of these Terms and Conditions means that it will waive any subsequent breach of the same or any other provision.

(19) Governing Law and Jurisdiction

- 19.1. These Terms and Conditions, the Rental Agreement, and the relationship between the Customer and the Company (whether contractual or otherwise) shall be governed by, and construed in accordance with English Law.
- 19.2. Any dispute, controversy, proceedings or claim between the Customer and the Company relating to these Terms and Conditions, the Rental Agreement, or the relationship between the Customer and the Company (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the English Courts.

(20) Data Protection

- 20.1. All personal information that the Company may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and the Customers rights under GDPR.
- 20.2. For complete details of the companies collection, processing, storage, and retention of personal data, including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Customers rights and how to exercise them, and personal data sharing (where applicable), please refer to the Company's Privacy Notice, available from the Company's Head Office.