

■ ■ Drive Assist

Information has come to the attention of Plexus Law that suggests that Drive Assist may have no legal right to recover credit hire charges from their customers and that there is consequentially no right of recovery against a third party.

When Drive Assist delivers a hire vehicle to a customer the customer is required to acknowledge delivery by signing a hand held electronic device. It is believed that Drive Assist then transfers the signature from the electronic hand held device to the credit hire agreement. The customer therefore may never have seen, have not signed and in all likelihood will not have understood the agreement.

In each and every case the claim for hire should be resisted unless the claimant is willing to provide a statement, verified by a statement of truth, confirming that they did sign the agreement and fully understood that they were to become personally liable for hire charges.

In all but one case in which we have employed this tactic it has led to the hire claim being withdrawn in its

entirety, as the hirer's solicitor will be duty bound to advise them not to sign such a statement if it is not true. Without such a statement Drive Assist will be compelled to rely upon the court to order that the agreement is nonetheless enforceable.

Drive Assist have so far been unwilling to run this matter to trial and it is expected they would have difficulty convincing a judge that their practices are reasonable and that they should therefore be granted relief.

If the claimant is willing to provide a statement in the above form then the claim should be dealt with as any other credit hire claim.

This issue is peculiar to Drive Assist claims and it is not yet believed that any other company employs such a practice.

February 2010

Contact details:

Anthony Baker: DDI 0870 832 5239 E anthony.baker@plexuslaw.co.uk

Simon Kingston: DDI 0870 832 5147 E simon.kingston@plexuslaw.co.uk
