

# Rental Agreement Terms and Conditions

## 1 Your contract with us

You sign the form over the page you accept the conditions set out in this rental agreement. Please read this agreement carefully. If there is anything you do not understand or do not agree with, please ask any member of staff at the place you rented the vehicle from.

## 2 Rental Period

You will have the vehicle for the rental period shown in the agreement. We may agree to extend this rental period but the rental period may never be more than 30 days. If you do not bring the vehicle back on time 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. Any vehicle not returned at the agreed date and time will incur another days charge after 3 hours, up to 3 hours a hourly rate will apply this is calculated at 1/3<sup>rd</sup> of the daily rate. Until we get the vehicle back we will charge you the daily rate published at the place you have rented the vehicle from.

## 3 Your responsibilities

- You must look after the vehicle and the keys to the vehicle. You must always lock the vehicle when you are not using it, and use any security device fitted to or supplied with the vehicle. You must always protect the vehicle against bad weather which can cause damage. You must make sure that you use the correct fuel.
- You are responsible for any damage to the vehicle caused by hitting low-level objects, such as bridges or low branches etc.
- You must not sell, rent or dispose of the vehicle or any of its parts. You must not give anyone any legal rights over the vehicle.
- You must not let anyone work on the vehicle without our permission. If we do give you permission, we will only give you a refund if you have a receipt for the work.
- You must let us know as soon as you become aware of a fault in the vehicle.
- You must bring the vehicle back to the place we agreed, during the opening hours displayed at that place. One of our staff must see the vehicle to check that it is in good condition. If we have agreed that you may return the vehicle outside business hours, you will remain responsible for the vehicle and its condition until it is re-inspected by a member of staff.
- You will have to pay for the costs of repair if: we have to pay extra costs to return the vehicle to its condition when the pre-rental inspection was carried out (for example, if extra valeting time or special material or equipment is needed to restore the vehicle to its pre-rental condition); or you have damaged the inside of the vehicle, or any losses which are not covered by insurances taken out by you due to driver negligence including, clutch, wheel and tyre damage and all claims by or against us resulting wholly or partly from your failure to comply with your responsibilities under this agreement.
- Before you bring back the vehicle you must check that you have not left any personal belongings in the vehicle.

## 4 Our responsibilities

We have maintained the vehicle to at least the manufacturer's recommended standard. We assure you that the vehicle is roadworthy and suitable for renting at the start of the rental period. Also, if you are not renting the vehicle for business purposes, we are responsible for loss caused by:

- the vehicle not matching our description of it;
- the vehicle not being fit to drive; or
- us not having the legal right to rent out the vehicle.

We are also responsible for losses you suffer as a result of us breaking this agreement if the losses are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time the vehicle is rented. We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us (such as loss of profits or loss of opportunity).

## 5 Property

We are only responsible for loss or damage to property left in the vehicle if the loss or damage results from our negligence or a breach of contract.

## 6 Conditions for using the vehicle

The vehicle must only be driven by you and any other driver named over the page, or by anyone else we authorise in writing. Anyone driving the vehicle must have a full valid driving licence.

You or any other authorised driver must not:

- use the vehicle for hire or reward;
- use the vehicle for any illegal purpose;
- you will not drive the vehicle on unmade up roads or other unpaved surfaces or track days or off road. You will not drive at excessive speed over or through traffic calming devices. You will not use the vehicle for racing, or any other sort of competition. You will not use the vehicle for towing, pushing, driving instruction or any other hazardous or unusual use including Pacemaking or testing the vehicle's reliability and speed;
- use the vehicle while under the influence of alcohol or drugs;
- drive the vehicle outside England, Scotland and Wales, unless we have given you written permission;
- load the vehicle beyond the manufacturer's maximum weight recommendations and make sure that the load is secured safely;
- If the vehicle is a commercial vehicle, use it for a purpose for which you need an operator's licence if you do not have one.

## 7 Charges

We work out our charges using our current price list, as published over the page.

You will pay the following charges.

- The rental and any other charges we work out according to this agreement.
- Any charge for loss or damage resulting from you not keeping to condition 3.
- A refuelling service charge if you have used, and not replaced, more fuel than supplied originally. The charge is based on the rates published at the place you rented the vehicle from. If the vehicle is returned with more fuel than supplied we are unable to offer a refund.
- All charges and legal costs for any congestion, road-traffic or parking offences, or any other offence involving the rental vehicle, including costs from the vehicle being clamped, seized or towed away. You are responsible for paying the appropriate authority or company for any charges and costs if and when they demand payment. You will also be responsible to pay a £30 administration charge along with any other charges which arise for dealing with these matters.
- The full cost of repairing or replacing the vehicle if it is damaged or stolen, even if it is not your fault, depending on any insurance you have, as set out in condition 8, if and when we demand this payment.
- A loss-of-income charge, when we demand it, if we cannot rent out the vehicle because it needs to be repaired, it is a write-off (can't be repaired) or it has been stolen and we are waiting to receive full payment of the vehicle's value. We will always do everything we can to make sure the vehicle is repaired or we get payment as soon as possible.
- Any charges arising from Customs and Excise seizing the vehicle, together with a loss-of income charge while we cannot rent out the vehicle, if and when we demand this payment.
- Any published rates for delivering and collecting the vehicle.
- Interest which we will add every day to any amount you do not pay us on time, at the rate of 4% a year above the base lending rate of Barclays Bank from time to time.
- Value added tax and all other taxes on any of the charges listed above, as appropriate.
- You authorise us to process all amounts due to us under this Agreement on your credit card / debit card the details of which are set out overleaf (including re-fuelling charges damage, parking, speeding charges and any other sum which you may be liable to pay to us under this agreement).
- "unlimited mileage" assumes the vehicle will not exceed 500 miles per week. We reserve the right to charge a fee of 15p + VAT on excessive/unreasonable mileage in relation to the rental period. You are responsible for all charges, even if you have asked someone else to be responsible for them.

## 8 Our insurance and damage protection programme (CDW) (EXR)

If we arrange separate insurance, we will give you separate information on the insurance cover and any restrictions which may apply. Otherwise, the conditions of our insurance and damage protection programme will apply. By accepting CDW (Collision Damage Waiver) / EXR (Excess Reduction) you agree to the liability amount shown on the rental agreement over the page and you are accepting the conditions of our insurance and damage protection programme. (CDW & EXR)

- We have a legal responsibility to have third party insurance. This provides cover for claims made (cover for damage to property is limited to £250,000).
- We will provide cover for loss or damage (subject to the excess) to the vehicle if you have agreed to pay the CDW / EXR over the page. If you accept this, you still have to pay an amount up to the 'responsibility amount' every time the vehicle is damaged.
- We will provide cover for theft and damage to the vehicle caused during an attempted theft if you have agreed to pay the CDW / EXR over the page. If you accept this, you still have to pay an amount up to the 'responsibility amount' if the vehicle is stolen.

The responsibility amount you have to pay in each case is shown over the page

d) If you choose to decline Collision Damage Waiver you will be liable for any and all losses up to the value of the vehicle and a deposit will be required.

## 9 Your own insurance

If we fill in the appropriate box over the page you may arrange your own insurance for the full duration of the rental as long as you can prove that this insurance is valid and have signed the confirmation over the page. We have to agree to the amount of cover you arrange, the type of policy and the insurer you have chosen. We must be satisfied with the cover and policy conditions, and you must not change them. We may ask your insurers to record our name as owners of the vehicle. If the vehicle is damaged or stolen you will let us negotiate with the insurers about whether the vehicle can be repaired or what compensation is due to us. You are financially responsible for settling the full claim and paying all costs if the policy you have arranged fails and the vehicle is damaged, lost or stolen, or a claim is made by any other party.

## 10 What to do if you have an accident

If you have an accident you must not admit responsibility. You should get the names and addresses of everyone involved, including witnesses. You should also:

- make the vehicle secure;
- tell the police straight away if anyone is injured or there is a disagreement over who is responsible; and
- call our office straight away.

You must then fill in our accident report form and send it to our address shown over the page.

## 11 Data Protection

You agree that we may use any information you have given us to carry out our own market research. If you break the agreement we can give this information to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collectors and any other relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), who can pass it on to any of its members for any purpose shown in the Data Protection Act 1998.

## 12 Ending the agreement

- If you are a consumer we will end this agreement straight away if we find out that your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you. We may end this agreement if you do not meet the main requirements of this agreement.
- If you are a company, we will end this agreement straight away if:
  - you go into liquidation;
  - you call a meeting of creditors;
  - we find out that your goods have been taken away from you until you pay off your debts; or
  - you do not meet any of the conditions of this agreement.
- If we end this agreement it will not affect our right to receive any money we are owed under the conditions of this agreement. We can also claim reasonable costs from you if you do not meet the main requirements of this agreement. We can repossess the vehicle (and charge you a reasonable amount) without using unreasonable force or causing damage.

## 13 Governing law

This agreement is governed by the laws of the country in which it is signed. Any dispute may be settled in the courts of that country