

## RENTAL AGREEMENT TERMS AND CONDITIONS

### 1 YOUR CONTRACT WITH US

With your signature/electronic signature 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 on the agreement and will return the vehicle to the agreed location by the return date and time. If you wish to extend your rental this must be requested before your return date and time. An extension cannot be guaranteed, and you must aim to return by the agreed date and time until the extension is accepted. If you return your vehicle after the 30-minute grace period from the return date and time a £20 late charge will be added to your rental. If you return your vehicle after 3 hours from the return date and time a day charge at your current rate will be added to your rental.

### 3 YOUR RESPONSIBILITIES

- a) 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.
  - b) You are responsible for any damage to the vehicle caused by hitting low-level objects, such as bridges or low branches etc.
  - c) 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.
  - d) 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.
  - e) You must check oil, AdBlue, water levels, tyre conditions and pressure at regular intervals during the rental period. You must stop using the vehicle as soon as possible and contact us as soon as you become aware of any fault or malfunction with the vehicle.
  - f) 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.
  - g) 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.
  - h) Before you bring back the vehicle you must check that you have not left any personal belongings in the vehicle.
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#### 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 because 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 the United Kingdom, 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

You will pay the following charges.

- a) The rental and any other charges we work out according to this agreement.
- b) Any charge for loss or damage resulting from you not keeping to condition 3.
- c) Re-fuel charges if you return the vehicle with less fuel than supplied. The charges are 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 but may offer a discount voucher.
- c ii) A re-charge fee applies if you return an electric vehicle with less than 50% battery charge.
- d) 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 or specialist cleaning requirements. This includes all charge point fees and charges for electric vehicles. You are responsible for paying the appropriate authority or company for any charges and costs when they demand payment. You agree to pay a £45 administration charge, per occurrence, along with any other charges which arise for dealing with these matters.
- e) 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 we demand this payment.
- f) Any charges arising from Customs and Excise seizing the vehicle.
- g) 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.
- h) Value added tax and all other taxes on any of the charges listed above, as appropriate.
- i) A charge for any mile driven beyond the included free mile allowance. Where this is not applicable, unlimited mileage is offered.
- j) The cost of repairing or replacing additional accessories supplied with the rental.
- k) A loss-of-income charge if we demand it for the period of which the vehicle cannot be rented due to repair or seizer, repair or replacement of additional accessories, including the period whilst we are waiting to receive full payment of the vehicle's value due to a write-off (cannot be repaired) or theft. We will always do everything we can to make sure this charge period is as short as possible.
- l) You authorise us to process all amounts due to us under this agreement on your credit / 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.

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 – COLLISION DAMAGE WAIVER) (EXR – EXCESS REDUCTION WAIVER)

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 and during check out and you are accepting the conditions of our insurance and damage protection programme. (CDW & EXR)

- a) 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).
- b) We will provide cover for loss or damage to the vehicle if you have agreed to pay the CDW. If you accept this, you still must pay an amount up to your liability upon every occurrence.
- c) We will provide cover for theft and damage to the vehicle caused during an attempted theft if you have agreed to pay the CDW. If you accept this, you still must pay an amount up to your liability upon every occurrence.

The responsibility amount you must pay on each occurrence is displayed during checkout and on your rental agreement. You may have chosen to lower this amount by purchasing EXR.

## 9 YOUR OWN INSURANCE

If we agree and demonstrate this on the rental agreement you may arrange your own insurance for the full duration of the rental if you can prove that this insurance is valid and have signed the confirmation. We must 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 as 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

- a) 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.
- b) 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.
- c) 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