

## RENTAL AGREEMENT TERMS & CONDITIONS

On signing the Rental Agreement ("RA") You accept the Terms & Conditions ("T&Cs") on which We agree to rent You the Vehicle. Please read them carefully. If there is anything You do not understand please ask at the rental office.

### 1 Definitions

"We", "Us", "Our": the Company overleaf; "You", "Your": the person, firm or organization renting the vehicle; "Authorized Driver": the driver(s) approved & recorded by Us. You will ensure any Authorized Driver complies with these T&Cs; "Vehicle": as described over; "Insurer": the insurance company providing the Vehicle insurance; "Admin Fee": £25.00 plus VAT; "Rental Period": as shown over up to the time the Vehicle is returned to Us; "Start of Rental": as shown over.

### 2 Rental Period

- 2.1 You rent the Vehicle for the Rental Period at a daily rate shown over.
- 2.2 If You require the Vehicle for longer than the Rental period You must notify Us at least 2 hours prior to termination of the Rental Period. If you fail to do this Your authority to retain the Vehicle may, at Our discretion, terminate & You will be liable for any loss/damage suffered by Us as a result & we may use such lawful means We choose to recover the vehicle.
- 2.3 You must visit the Your nearest rental office with the vehicle on day 28 & every 28 days thereafter.
- 2.4 We reserve the right to substitute a suitable replacement Vehicle at any time.
- 2.5 Unless the RA has been extended We will charge You a standard daily rate available on request at the rental office, which may vary from the agreed rate shown over, until the Vehicle is returned to Us.

### 3 Costs, Charges & Payment

- 3.1 You will pay Us all rental & associated charges shown over & VAT / other taxes & levies as required by law.
- 3.2 All Vehicles are supplied with a full tank of fuel. If you do not return the Vehicle with a full tank of fuel a refuelling fee will be charged at £1.50 per litre. You are liable for the delivery and collection service. There will also be a delivery and collection charge please see the rental office for rates.
- 3.3 You are liable for & will pay to Us (whether You were at fault or not) all reasonable costs of repair to return the Vehicle to the same condition as at the Start of Rental e.g. extra valeting, roadside assistance fees, repairs, materials/equipment & replacement of the vehicle.
- 3.4 You are liable for & will pay all tolls, congestion charges, bus lane/speeding & other traffic fines, penalties (including penalty notices), court & other authority costs for parking, clamping, release from compounds, traffic or other offences incurred in respect of the Vehicle during the Rental Period whether You were driving the Vehicle or not. Upon an authority's request We may supply Your details to such authority. If we supply Your details or such penalty remains unpaid You may also be charged an Admin Fee. We may, on request, provide You with a copy of the traffic violation notice We send to the authority. If the vehicle is seized by any authority either inside or outside the UK You shall be charged for any Civil Penalty, restoration/repatiation charges & loss of use whilst We cannot rent out the Vehicle.
- 3.5 1 days rental is any period of 24 hours from Start of Rental. A grace period of 30 minutes is allowed for after time due back then a full days charge will be made.
- 3.6 You acknowledge & grant permission for Us to charge any credit, charge or debit card nominated at Start of Rental (shown over) with any charges due to Us under this RA at any time during & after the rental period.
- 3.7 We may charge a loss of use fee at the standard daily rate if We cannot rent out the Vehicle because it needs repair, is a write off or it has been stolen & We are waiting for full payment of the Vehicle's value. We will only charge You if We can't recover the losses from other sources.

### 4 Insurance

- 4.1 We will provide fully comprehensive motor insurance with the vehicle. We will provide the cover for loss of/damage to the Vehicle but You will still have to pay an amount up to the excess, shown over, each time You damage the Vehicle whether You were at fault or not and our Admin Fee.
- 4.2 Our insurance does not cover against the following items therefore You will be liable for the costs: Punctures, windscreens, damaged wheel/tyres, premature clutch failures, flat batteries, missing fuel caps and or fuel contaminated by any means, theft of radio/ancillary equipment, call-outs to ancillary equipment when due to misuse/incorrect operations, any internal damage to the vehicle trim, any overhead damage in respect of commercial vehicles. In addition, any damage caused to the vehicle where component failure has been exacerbated by the actions of the hirer.
- 4.3. You will supply any information concerning the driver(s) of the Vehicle to Us upon demand and will allow Us direct access to the driver(s) of the Vehicle and will fully co-operate in obtaining such access.
- 4.4 You will use Your best endeavours to supply full details of any third party vehicle involved in any accident/incident with the vehicle.
- 4.5 If You have opted to arrange Your own insurance on the Vehicle, the cover must be comprehensive. Any excess on Your policy is Your responsibility. We reserve the right to ask for satisfactory proof of Your insurance prior to Start of Rental. You are responsible for ensuring the Vehicle is properly insured from Start of Rental until 12.00 hours on the first working day following termination of the Rental Period. You indemnify Us against loss incurred/damage to the Vehicle in the event that such cover fails to be effective. If You become aware of any changes in Your insurance cover during the Rental Period You must notify Our rental office (address over) immediately in writing.
- 4.6 In the event of accident/loss/damage to the Vehicle We will undertake repairs/select a repairer & will invoice You for such repairs & any associated costs. Such invoice must be paid on demand. We may at Our discretion accept payment from Your insurer; however ultimate responsibility is with You.
- 4.7 You will at our request do all required by Us/on behalf of the Insurers & permit Your name to be used by Us for enforcing any rights or remedies against any persons in connection with the Vehicle.
- 4.8 We will not either on Our behalf/on behalf of the Insurers, waive any rights hereunder except in writing signed by Our duly authorized representative or the Insurers respectively.

### 5 Your Responsibilities

- 5.1 The Vehicle must only be driven by You or an Authorized Driver, each must hold a current full driving licence held for at least 12 months prior to the Rental Period. We may inspect such licence at any time during the Rental Period.
- 5.2 You must ensure that all reasonable care is taken of the Vehicle against damage/loss throughout the Rental Period, e.g. ensuring the Vehicle is not overloaded by the number of persons or weight of goods carried, locking the Vehicle when not in use, using any security device fitted to/supplied with the Vehicle, protecting the vehicle against bad weather which can cause damage, using the correct fuel.
- 5.3 You must not modify the Vehicle in any way. No roof/bike racks/tow bars are permitted.

- 5.4 You will not use the Vehicle for the carriage of passengers/property, for hire or reward, racing, pacemaking, off roading, reliability trials, speed testing, driving instruction, to propel/tow another vehicle/trailer (except where the vehicle is covered by Your own insurance & Our prior written consent has been obtained) or in violation of any legislation, order of regulation affecting the use, loading/condition of the Vehicle, for any illegal purpose.
- 5.5 Neither You or an Authorized Driver can be under/over the age specified by Us from time to time, details will be available at the rental office, &/or under the influence of alcohol, hallucinatory drugs, narcotics or barbiturates &/or whose driving licence is subject to certain restrictions.
- 5.6 The Vehicle must not be taken outside the UK without Our express written consent.
- 5.7 You will return the Vehicle with all tyres, tools, audio equipment & other accessories in the same condition as at Start of Rental.
- 5.8 You & any passengers will not smoke in the Vehicle.
- 5.9 As the Vehicle reaches the mileage notified in the Vehicle You will notify Us & make the Vehicle available to Us for such servicing to be carried out/ for the Vehicle to be replaced at Our discretion.
- 5.10 You will adhere to any instruction in the Vehicle relating to maximum mileage.
- 5.11 Any property placed in the Vehicle is at Your own risk & We take no responsibility for it You must check You have not left any personal property in the Vehicle before bringing it back to Us. Any unclaimed property will be disposed of 3 months after the end of Rental Period.
- 5.12 If the vehicle is a commercial vehicle, You must not use it for a purpose which requires an operator's licence unless You have one.
- 5.13 You must not sell, rent or dispose of the Vehicle or any of its parts. You must not try to give anyone legal rights over the vehicle.
- 5.14. You must immediately on request provide Us & any law enforcement bodies full, accurate & up-to-date information required in relation to You & any Authorized Driver relating to the use of the Vehicle during the Rental Period.
- 5.15 You or nay Authorized Driver will in no way be deemed to be an agent, servant or employee of Ours.

### 6 Our Responsibilities

- 6.1 We will provide a Vehicle that is in good working order for the Rental Period. If the Vehicle breaks down during the Rental Period in mainland UK and Northern Ireland (but only for reasons attributable to Our negligence/wilful default), We will as soon as possible: recover & repair the Vehicle so that it is rendered functional/where the Vehicle cannot be so repaired, provide a replacement vehicle of any equivalent standard & size to the Vehicle to You for the remainder of the Rental Period.
- 6.2 We are responsible if someone is injured or dies as a result of Our negligent action. We are responsible for any direct loss that You suffer as a result of Us breaching this RA. We are not responsible for indirect losses which happen as a consequence of the main loss or damage.

### 7 Breakdown, Accident & Repair

- 7.1 If a warning light appears or You see low levels or the Vehicle develops any fault during the Rental Period, You will inform us immediately on 01443 431 265 and not use the Vehicle while it is in an unroadworthy condition. Failure to notify Us could result in You being held responsible for any damage caused to the vehicle.
- 7.2 You must not let anyone work on the Vehicle without our written permission.
- 7.3 If You have an accident/incident You must get the names & addresses of all involved, including witnesses. You must make the Vehicle secure; inform the police straight away if anyone is injured or there is disagreement over who is responsible & notify Us of the accident or incident on 01443 431 265.
- 7.4 You must fill in the accident report form (available from the rental office) and hand it in to the rental office.

### 8 End of Rental Agreement

- 8.1 We may terminate this RA if We become aware of any breach by You of these T&Cs.
- 8.2 If You are an individual consumer We will end this RA immediately if We find out that any of Your belongings have been taken away from You to pay off Your debts, or a receiving order has been made against You.
- 8.3 If You are a company, We may end this RA immediately if You go into liquidation/receivership/administration, or You call a meeting of creditors or We find out that any of Your goods have been taken away from You to pay off Your debts.
- 8.4 At the end of the Rental Period You must ensure that the Vehicle is returned to the rental office detailed over. If the vehicle is to be collected it must be parked in a suitable place to allow collection at any time up to a period of 6 working hours from termination without the imposition of any parking/clamping fines/towing/compound/congestion charges in accordance with Clauses 3.4. You remain responsible for the condition of the Vehicle until it is inspected by a member of Our staff.
- 8.5 If We end this RA it will not affect Our right to receive any money We are owed under this RA. We can also claim reasonable costs from You if You do not meet any of the requirements of this RA. We can repossess the Vehicle & charge You a reasonable amount for doing so. You give Us (& will not withdraw) permission to access Your premises for that purpose without using unreasonable force or causing damage.
- 8.6 Failure to return the vehicle will lead to additional charges being incurred by You to cover Our costs for recovery.

### 9 Your Information

- 9.1 We may use any information You have given Us for the purposes of Your Vehicle rental e.g. collecting payment & dealing with any follow-up issues that We need to discuss with You during & following Your hire of the Vehicle.
- 9.2 We may obtain information from third parties concerning Your previous record of vehicle hires/accident history in deciding whether to rent a Vehicle to You.
- 9.3 Upon breach of this RA we will keep a record of that to assist us with future decisions about You & We may give Your personal details to credit reference agencies, DVLA, HM Customs & Revenue, the police, debt collectors, & any other relevant organization.
- 9.4 Our data protection policy is available from the address over.

### 10 General

- 10.1 If You are a company or other organization for which a credit account has been opened these T&Cs must be read in conjunction with the Corporate Terms & Conditions of Trading. In the event of any inconsistencies the Corporate Terms & Conditions shall prevail.
- 10.2 This Ra is governed by the laws of the country in which it is signed. Any dispute may be settled in the courts of that country or, if we choose England