

# RENTAL AGREEMENT

## 1. Your Contract with us

When you sign the form over the page you accept the conditions of the rental agreement listed in this document.

PLEASE READ THIS AGREEMENT CAREFULLY. IF THERE IS ANYTHING YOU DO NOT AGREE WITH, PLEASE ASK ANY MEMBER OF STAFF AT THE RENTAL LOCATION FROM WHICH THE VEHICLE IS RENTED.

## 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 may never exceed 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. We will charge you the daily rate quoted at the rental location until we get the vehicle back.

## 3. Your responsibilities

- (a) You must look after the vehicle and keys to the vehicle. You must always lock the vehicle when you are not using it and use any security device fitted in 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 roof or upper part of the vehicle caused by hitting low level objects, such as bridges or low branches.
- (c) You must not sell, rent, loan 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 not give you permission, we will only give you a refund if you produce a receipt for the work.
- (e) You must let us know as soon as you become aware of a defect to the vehicle.
- (f) You must bring the vehicle back to the place where we agreed during the opening hours displayed at the rental location. One of our staff must see the vehicle to check that it is in good condition. Where we have agreed that you may return the vehicle outside of 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 repairs if:-
  - \* the vehicle needs more than our standard valeting (cleaning); or
  - \* you have damaged the inside of the vehicle; or
  - \* you have damaged and/or lost any part of the vehicle
- (h) You must check before you bring back the vehicle 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 undertake that the vehicle is roadworthy and suitable for renting at the start of the rental period. In addition to the above, if you are not renting the vehicle for business purposes, we are responsible if we break the conditions of the rental agreement in the following ways: the vehicle does not correspond to our description of it; the vehicle is not of the quality that you would be entitled to expect from a rental vehicle; the vehicle is not fit to drive, we do not have the right legally to rent out the vehicle.

We are responsible if someone is injured or dies as a result of our negligence. We are not responsible for any indirect or unforeseeable loss or damage (indirect losses are the losses which happen as a side effect of the main loss or damage). Foreseeable losses are the losses arising directly from, for example, the vehicle breaking down (such as the cost of repairing the vehicle or arranging other transport). You or we may not foresee other losses and so, if you want to be able to claim for such losses, we recommend that you arrange insurance.

## 5. Property

We are only responsible for property in the vehicle if the loss or damage is a result of our negligence.

## 6. Conditions for using the vehicle.

The vehicle must only be driven by the person named overleaf, or by anyone we authorise in writing. Anyone driving the vehicle must have a full, valid driving licence and not be prohibited by law from holding or obtaining such licence.

You or any authorised driver must not do any of the following:

- \* Carry passengers for hire or reward
- \* Use the vehicle for any illegal purpose
- \* Use the vehicle for racing, pacemaking, testing the vehicle's reliability and speed or teaching someone to drive
- \* Use the vehicle under the influence of alcohol or drugs
- \* Carry a number of passengers and/or baggage which would cause the vehicle to be overloaded or in the case of a commercial vehicle, a payload which exceeds the maximum payload and individual axle plated weights or for a purpose which requires an Operator's Licence where you do not have one.
- \* Drive the vehicle outside England, Scotland, Northern Ireland and Wales, unless we have given you permission in writing and appropriate charges paid.

## 7. Charges

We work out our charges using our current price list.

As shown overleaf, 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 as explained in 3(b), 3(f) and 3(g).
- (c) A refuelling service charge if you have used and not replaced more fuel than we supplied originally. The charge is based on the rates published at the rental location.
- (d) On demand, all fines and court costs for parking, traffic or other offences (including any costs which arise if the vehicle is clamped). You must pay the appropriate authority any fines and costs. If you do not, you will be responsible to pay our reasonable administration charges which arise when we deal with these matters.
- (e) On demand, the full cost of repairing or replacing the vehicle if it is damaged or stolen (even if it is not your fault). You will not have to pay the cost of repairing or replacing the

vehicle if you have purchased our Damage Protection Programme as shown overleaf or you have arranged your own insurance.

- (f) On demand, a loss of income charge. We will charge you this if we cannot rent out the vehicle because it needs to be repaired, or it is a write-off (can't be repaired).

We will only charge you for loss of income if we can't recover the losses under the Damage Protection Programme. We will charge you at the daily rate. We will always do everything we can to make sure the vehicle is repaired or we get payment as soon as possible.
- (g) On demand, any charges made by Customs and Excise as a result of seizure of the vehicle by them, together with a loss of income charge whilst the vehicle is unavailable for rental.
- (h) Any published rates for delivery and collection of the vehicle.
- (i) 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.
- (j) Value Added Tax and all other taxes on any of the charges listed above, as appropriate.

You are responsible for all charges, even if you have asked someone else to be responsible for them.

You can get details of our Damage Protection Programme from the location you rented the vehicle from.

## 8. Our Insurance/Damage Protection Programme

If we arrange separate insurance, we will give you separate information on the insurance cover and any restrictions which may apply. Otherwise, the condition of our Insurance/Damage Protection Programme (including any waivers of liability) will apply, as indicated by your acceptance of them by ticking (initialling) the appropriate box over the page.

- (a) We have a legal responsibility to have insurance to meet the RTA requirements. This provides cover for claims made if you injure or kill any 3rd party, whilst driving our vehicle, or damage their property (subject to a minimum cover of £250,000).
- (b) We will provide cover for loss or damage to the vehicle if you have indicated your acceptance by ticking (initialling) the appropriate box over the page. If you accept this you will have to pay the responsibility amount every time you damage the vehicle. (The responsibility amount is shown over the page). **Note: initialling acceptance of the Collision Damage/Theft/Loss Liability Charge, Waiver charge reduces the excess liability amount to that shown on the front of the Rental Agreement.**
- (c) We will provide cover for theft and damage to the vehicle caused during an attempted theft if you indicated your acceptance by ticking (initialling) the appropriate box over the page. If you accept this, you still have to pay the responsibility amount if the vehicle is stolen. (The responsibility amount you have to pay is shown over the page).

You can get details of our minimum legally required insurance and our Damage Protection Programme (including the main exclusions) from the location where you rented the vehicle.

## 9. Your Own Insurance

You may arrange your own insurance with our agreement by ticking, or initialling, the appropriate box over the page for the full duration of the rental as long as you can prove that this insurance is valid and have signed confirmation overleaf. We have to approve 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 subsequently without our consent.

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 replaced or what compensation is due to us. You are financially responsible to settle any costs if the policy you have arranged fails and the vehicle is damaged, lost, stolen or claims made by any other innocent 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 nearest office straight away. You must then fill in our accident report form and send it to the rental company's address overleaf.

## 11. Information

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 the 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 stated in the Data Protection Act 1984.

## 12. Ending the Agreement

- (a) If you are a consumer we will end this agreement straight away if we find out that your goods have been taken away from you to pay off your debts, or a receiving order is made against you. We will also end this agreement if you do not meet any of the conditions 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 the agreement.
- (c) If we end the agreement it will not affect our right to receive any money we are owed under the conditions of the agreement. We can also claim extra costs from you if you do not meet any of the conditions of this agreement. We can repossess the vehicle and charge you if we do this.

## 13. Governing Law

This agreement is governed by the laws of the country in which it is signed. Any dispute may be submitted to the non-exclusive jurisdiction of the courts of that country. In certain cases the renting company reserves the right to appoint an Arbitrator.

THIS AGREEMENT IS PART OF THOSE OVERLEAF