

RENTAL TERMS & CONDITIONS

1. Rental Agreement

Owner agrees to let and the renter agrees to take on the rental of the vehicle described. Owner means the hire point listed. Owner warrants that the vehicle is roadworthy.

2. Extension of Rental Period

Owner may extend the period of the rental at the request of the Renter. The Renter shall pay such additional deposit or deposits as the owner shall require. In the event of extension(s) the new date and time agreed for the return of the vehicle shall then become the due back date save where the context otherwise admits. In no event shall the duration of the rental exceed three months in the aggregate.

3. Warranty by Renter and Additional Driver – Owner Rights.

- a) Renter agrees to return the vehicle to the owner in the same condition as received, ordinary wear and tear accepted, on the due date specified.
- b) Renter agrees not to use the vehicle for hire or reward nor use it in violation of any law, ordinance or regulation, nor remove it (without prior written consent of the Owner) from England, Scotland, Wales, Northern Ireland or Sothern Ireland.
- c) Renter hereby warrants and undertakes to the Owner:
 - i) The accuracy of the information supplied to the Owner.
 - ii) That in the case of business rental, this Agreement is entered into by the Driver for and on behalf of the Renter.
 - iii) That he will not operate the vehicle or permit the vehicle to be operated in a way which would violate this contract, including: Driving by any person under 21 or over 70, in motorsport events (including racing, pace making, rallying, reliability trials and speed testing), to propel or tow any sort of trailer, by any person driving when they are unfit through drink or drugs or with a blood alcohol concentration above the limit prescribed for the time being by road traffic legislation, by any other person other than the Renter or Additional Driver; under authority of any licence other than his own; if the Renter or Additional Driver leaves the vehicle unlocked or fails to secure the keys; other than on a paved public highway, private road or driveway; in a reckless or imprudent manner or if the vehicle is deliberately damaged.
 - iv) That the licence shown to the Owner at the time the vehicle is rented is his own and is fully valid.
 - v) That he will further protect the interests of the Insurer and the Owner by ensuring that the vehicle is always locked when unattended, and the keys are secure.
- d) If the Renter commits any breach of this agreement, owner may treat the agreement as terminated and may seize, without legal process, or notice to the Renter, the vehicle at any time and place and the Renter waives all claims for damages connected with such a seizure.
- e) Renter authorises Owner to verify through credit agencies, the Driver and Vehicle Licensing Agency or any other sources, personal, driving and credit information provided by the Renter and any Additional Drivers.

4. Payment

The Renter expressly agrees to pay the Owner on demand:

- a) Any mileage charge at the rate specified and agreed upon, travelled by the vehicle during the rental.
- b) Service and time charges at a rate specified plus other charges, if applicable and even if an account is forwarded to a third party.
- c) Collision Damage Waiver (if any), Theft Protection Insurance (if any), Legal Liability Insurance (if any) and miscellaneous charges at a rate specified.
- d) All fines and costs for parking, traffic or other legal violations assessed against the vehicle, Renter, Additional Driver or Owner until the vehicle is returned, except where caused through fault of the Owner. Renter is liable as the Owner of the vehicle in respect of: any fixed penalty offence committed in respect of the vehicle under The Road Traffic Act 1988 and Road Traffic Offenders Act 1988, any excess parking charge which may be incurred in respect of the vehicle in pursuance of an Order under sections 45 and 46 of The Road Traffic Regulation Act 1984 or The Road Traffic Act 1991.
- e) Any refuelling charge currently operated by the Owner.
- f) Value Added Tax and all other taxes (if any) payable in respect of the aforesaid items.
- g) Owners costs, including reasonable legal fees where permitted by law, incurred collecting payment from the Renter.
- h) Fair market value of repairing damage howsoever caused to the actual vehicle supplied, administrative fees, plus loss of revenue at the daily rate based on the Owner's loss of use of the vehicle, diminishment of value, towing, storage, impound fees, regardless of fault or negligence of the Renter or any other person, and regardless of whether damages are the result of any Act of God. Owner shall have the sole right and responsibility to repair the vehicle. Damage should be reported in writing to the office where the vehicle was rented from as soon as possible and in any event within 24 hours after the vehicle was damaged.
- i) In the event of theft, fair market value of replacing the vehicle, administrative fees, plus loss of revenue at the daily rate specified based on the Owner's loss of use of the vehicle, if Theft Protection Insurance was not purchased or does not apply. If the vehicle is stolen it should be reported to the Owner immediately, and in any event within 24 hours after the vehicle was stolen. It should also be reported to the Police immediately and a crime reference number obtained immediately, regardless of whether the Renter's own insurance or the Owners insurance applies.
- j) Drop fees if the vehicle is not returned to the original rental office without the written consent of the Owner.
- k) Renter agrees to allow the Owner to compute and debit final charges from a Credit Card if that is the form of payment used by the Renter. If Renter breaches this agreement, Renter agrees to cease using the vehicle and to pay all expenses incurred by the Owner in returning the vehicle to its original place of rental.

5. Renters Own Insurance

If the Renter opts to use his own insurance, the Renter must keep the vehicle insured with insurers by the Owner on a comprehensive basis for a value which has been agreed in writing by the owner to be a fair market value of the vehicle against loss or damage by accident, fire, theft and against third passenger liabilities. In the case of loss or damage to the vehicle, the renter shall permit the owner to make a claim thereunder in the name of the Renter and in such case reserves the right to claim full rental charges until any necessary repairs have been completed. Renter agrees that that all the terms and conditions of this rental agreement hold regardless of whether Renter selects his own insurance or the insurance of the Owner.

Owners Insurance

Save where condition 5 above applies and subject to the Renter's proposal for insurance being accepted by the Owner on behalf of the insurers, Renter is insured upon and subject to the terms and conditions of the policy held by the Owner in respect of the vehicle and its use against liabilities to third parties including passengers who are non-fare paying and for whom there are permanently fixed seats. A copy of the policy shall be kept available for inspection by the Renter at the registered office of the Owner.

In respect of each and every incident resulting in damage to the vehicle, the Renter shall forthwith upon demand pay to the Owner the appropriate excess on such insurance towards or in settlement of the cost of making good any such damage on a full indemnity basis and the costs and expenses incurred by the Owner in proceeding to recover the same from third party. In the event of the Owner receiving from the third party any part of the amount of such costs and provided that the Renter shall have performed its obligations hereunder the Owner shall repay to the Renter the like part of such excess. By declining the Collision Damage Waiver and Theft Protection Insurance, the Renter renders himself liable to and agrees to pay for the full cost of repair or replacement of the vehicle together with all other losses, costs, damage and expenses sustained or incurred by the Owner arising from such loss or damage occasioned during the rental including administrative costs and loss of rental income.

7. Collision Damage Waiver (CDW) / Theft Protection Insurance (TPI)

If Owner offers and Renter accepts CDW / TPI, Renter agrees to pay a maximum excess of the amount shown in the agreement and the Owner agrees to relieve Renter of responsibility for damage and losses over the amount of the excess. Renter's excess can be waived by the purchase of excess protection. Any Breach of Contract Warranties will invalidate CDW / TPI purchased by the Renter. CDW /TPI does not relieve Renter of responsibility to the Owner for the cost of replacement, loss of use or administrative costs due to lost or stolen keys.

8. Excess Protection (EP)

If the Owner offers and the Renter accepts Excess Protection, Owner agrees to relieve the Renter of responsibility for the excess charge of the amount shown in the agreement which would otherwise be payable for damage and losses to the vehicle.

9. Personal Accident Insurance (PAI)

PAI is applicable if the Owner offers and Renter accepts in the agreement. PAI is not Third Party or Comprehensive Cover. Cover is limited to reimbursing Renter, Driver or Passengers of rented vehicle; cover is subject to the terms and conditions of Policy which may be inspected at the Owner's registered office.

10. In case of accident.

The Renter shall in the event of an accident that results in damage to the vehicle procure that:

- a) The Renter's or the Driver's insurance, if the Renter has selected own insurance are forthwith notified thereof and that such notice is confirmed in writing to the office where the vehicle is rented immediately and in any event within 24 hours after the accident;
- b) The Driver of the vehicle completes and delivers to the Owner the relevant accident report within 24 hours after the accident;
- c) No admission of liability is made to any person in relation to such accident;
- d) Any writ of summons, summons or other document relating to any proceeding arising out of such accident is forthwith delivered to the Owners address.
- e) All assistance is rendered to the Owner at its insurers to the conduct of such proceedings including without prejudice to the generality of the foregoing permitting such proceedings to be brought by the Owner in the name of the Renter and defending any such proceeding being brought against the Renter;

- f) The Renter shall forthwith upon demand fully and effectually indemnify the Owner against all losses, liabilities, costs, actions, claims or demands which it may incur or have brought or made against it in relation to the vehicle or its use and which are not recoverable under a policy of insurance whether the same is effected by the Owner or Renter;
- g) The names and addresses of all witnesses thereto are collected and given to the Owner. For the purposes of the DATA PROTECTION ACT (S) 1984, the Owner or any subsidiary of the Owner may hold and process by computer or otherwise the information given to the Owner by the Renter or any Additional Driver to identify other products or services which might be relevant and for statistical analysis.

11. Renters Indemnity Provision

Upon demand from the Owner, Renter agrees to defend, indemnify and hold Owner harmless from liabilities, damages, injuries, claims, demands, costs and expenses incurred by the Owner in any manner from the rental transaction or from the use or operation of the rental vehicle by any party, including claims of or liabilities to third parties and agrees to present a claim to their insurance carrier for all such expenses. If Renter has no insurance to cover such events or losses, Renter agrees to pay Owner for such losses.

12. RENTER AUTHORISES OWNER TO SUBMIT FOR PAYMENT CREDIT CARD VOUCHERS IF A CREDIT CARD HAS BEEN PRESENTED AS A MEANS OF DEPOSIT OR SECURITY AT THE TIME VEHICLE WAS RENTED, INCLUDING IF ANY THIRD PARTY TO WHOM A BILLING WAS DIRECTED REFUSES TO MAKE PAYMENT.

13. All charges are subject to final audit.

14. This agreement is governed by and construed in accordance with the Laws of England. All disputes arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of the English Courts.