Our terms and conditions for renting a vehicle[1]

1 Your contract with us

Please read this agreement carefully. If there is anything you do not understand, ask a member of staff to explain it.

When you sign our rental agreement, you accept the conditions set out in this rental agreement.

2 Rental period

You will have use of the vehicle for the period shown in the agreement. We may agree to extend this rental period, but the total rental duration will not be for more than 30 days.

If you do not bring back the vehicle at the time and date specified in your rental agreement, you will be in breach of a condition of this agreement. We can charge you for every day or part of the day you have the vehicle after you should have returned it to us. We will charge you a daily or hourly rate (which will be shown at the place you have rented the vehicle from) until we get our vehicle back.

If you do not keep to the conditions of our agreement, we can ask you to bring back the vehicle before the date and time we have agreed with you. To do this we will give you written notice in person or send it to an address you have given on our rental agreement, including an email address, or via text message to your mobile phone, if provided. Once we have given you the notice in person, you will no longer have our permission to have the vehicle. If we send the notice via email or SMS, you will no longer have our permission to have the vehicle. If we send you notice via first class post, two working days after we have posted it you will no longer have our permission to have the vehicle. We may then take back our vehicle. If we believe you have given us false information which was material to the decision to rent the vehicle to you, we may take back the vehicle without giving you any notice. You will be required to arrange collection of the vehicle in these instances.

3 Your responsibilities

a) You must inspect the vehicle and any accessories, such as a satellite navigation system, we provide before you take the vehicle. If you are not satisfied with the vehicle or any accessories or if you do not think the condition of the vehicle meets our pre-rental inspection report, you must notify the office where you rented the vehicle from. In the absence of such notice, it shall be deemed that you received the vehicle and any accessories in perfect working order.

[1] The purpose of these sample terms and conditions is to provide general guidance only. Although every effort is made to ensure that the content is accurate, the BVRLA cannot accept any liability whatsoever for any inaccuracy contained within it, nor for any damage or loss, direct or indirect, which may be suffered as a result of any reliance placed upon the information provided, whether arising in contract, tort or in any other way. Advice should always be obtained from your own professional advisers before committing to a specific action.

British Vehicle Rental and Leasing Association recommended rental agreement, copyright of BVRLA Ltd

Only members of the BVRLA may use this document.

You must not copy any part of this agreement without permission from the BVRLA.

BVRLA, River Lodge, Badminton Court, Amersham, Buckinghamshire HP7 0DD

Phone: 01494 434747 Fax: 01494 434499 Email: info@bvrla.co.uk Website: www.bvrla.co.uk

b) You must take care of the vehicle, any accessories and the keys or other locking device (including any apps which can be used with the vehicles) for the vehicle. You agree to return the vehicle in the same condition in which you received it. You must always lock the vehicle when you are not using it, and use any security device which is fitted or supplied with the vehicle. You must always use your best endeavours to protect the vehicle against adverse weather conditions which could cause damage to the vehicle. You must make sure that you use the correct fuel and fluids in the vehicle. If the vehicle is electric or plug-in hybrid you must charge the vehicle in accordance with the instructions provided.

c) Depending on section 8 of this agreement ('Our motor insurance and damage protection programme'), you are responsible for any damage to the vehicle. You must pay our reasonable costs for bringing the vehicle back to the condition stated in the pre-rental inspection report. This could include the cost of any damage inside and outside the vehicle, cleaning costs if the vehicle is very dirty, and replacement or repair of any items or accessories provided to you.

d) You must not sell, rent or dispose of the vehicle, any of its parts or accessories. You must not give or try to give anyone the legal rights to the vehicle or transfer legal ownership.

e) You must not let anyone work on the vehicle without our written permission.

f) You must let us know as soon as you become aware of any defect with the vehicle, or if the vehicle is stolen or involved in an accident or broken down. Failure to notify may result in you breaking this agreement and liable to paying costs we incur.

g) If we have agreed to drop off the vehicle at an address you have given us, you will be responsible for the vehicle from the time we drop it off at this address.

h) Unless we have agreed to collect the vehicle from you, you must return the vehicle to the location or rental branch we agreed. You must return it during the published opening hours or at a time and place we tell you. When you return the vehicle, our staff must check its condition. If we have agreed to allow you to return the vehicle outside of our opening hours, you will stay responsible for the vehicle and its condition until our staff have checked it at the earliest opportunity the following day. We may need to clean the vehicle before our staff can check its condition.

i) You must not carry any object or substance which, because of its condition or smell, may harm the vehicle or delay us renting or selling it.

British Vehicle Rental and Leasing Association recommended rental agreement, copyright of BVRLA Ltd

Only members of the BVRLA may use this document.

You must not copy any part of this agreement without permission from the BVRLA.

4 Our responsibilities

a) We will identify and tell you about any existing damage to the vehicle before you sign this agreement.

b) The vehicle you have hired may be fitted with a tracking device, and by signing this agreement you agree that we have your consent to record and use any data we collect. The tracking device will be used to ensure safe and compliant operation of the vehicle in line with the terms of this agreement. If the vehicle is not returned on the agreed date, time and place we will use the data recorded on the device to recover our vehicle.

c) We have maintained the vehicle to at least the manufacturer's recommended standard. The vehicle is roadworthy and suitable for you to use at the start of the rental period.

d) We are responsible if someone is injured or dies as a result of our action or failure to act. We are also responsible for any loss you suffer as a result of us breaking this agreement, if we could have predicted your loss at the time this agreement started and it is a result of us breaking this agreement. We are not responsible for any indirect losses which occur as a side effect of the main loss and which we or you could not have predicted, such as loss of profits or loss of opportunity (for example not being able to go to a business meeting or catching a flight).

5 Property

We are only responsible for loss or damage to property in the vehicle if the loss or damage is a result of our neglect or if we have broken this agreement. You are responsible for removing your personal belongings, including your data, from the vehicle at the end of the rental period, as we are not responsible for any items/data you leave in the vehicle. If you do leave items in the vehicle, we may agree to keep them for you to collect within a reasonable time. We may charge you reasonable costs for storing the items.

6 Conditions for using the vehicle

a) Only you, any driver named on the rental agreement, and anyone we have given written permission to, can drive the vehicle. Anyone driving the vehicle must have a full driving licence which is valid in the European Economic Area for the type of vehicle you are renting.

b) You must not rent the vehicle to anyone else. You must also not use the vehicle or let someone else use it:

i. for any illegal purposes or in a way which would cause nuisance;
ii. to carry passengers for a fee (except for minibuses which you have a valid operator's licence for);
iii. for driving lessons;
iv. to tow or push any vehicle, trailer or other object, without our written permission;
v. for racing, pacemaking, or to test the vehicle's reliability, performance or speed;
vi. off roads or on roads unsuitable for the vehicle;

British Vehicle Rental and Leasing Association recommended rental agreement, copyright of BVRLA Ltd
Only members of the BVRLA may use this document.
You must not copy any part of this agreement without permission from the BVRLA.

vii. if you or the driver has been drinking alcohol or taking drugs that would result in the vehicle being operated illegally;

viii. outside the United Kingdom, unless we have given you written permission and a Vehicle on Hire Certificate (VE103B);

ix. if it is loaded beyond the manufacturer's maximum weight recommendations;

x. to carry unsecured loads;

xi. to carry more passengers than the vehicle was manufactured to legally carry; or

xii. to operate a goods vehicle or minibus without a valid operator's licence when required to do so.

7 Charges

We work out our charges using our current price list, which includes VAT (see the rental agreement).

You will be responsible for paying 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 non-compliance, as set out in section 3 and 6 (above), including, where applicable, an administration fee to reflect reasonable administration costs which arise in dealing with these matters.

c) A refuelling service charge if you did not return the vehicle back to us with the agreed amount of fuel or electricity. The charge will be based upon the rates contained within this agreement or those at the location or rental branch you rented the vehicle from (or both). However, if at the time of signing the agreement, you have agreed to pay for a full tank of fuel and return the vehicle without refuelling, then no refuelling service charge shall be payable. You will not receive any credit for any unused fuel or electricity left in the tank or battery at the end of the rental period.

d) All charges, including legal and administrative costs for any road-traffic offence or parking (local authority or private), congestion or toll charges, or any other offence or charges 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 ask you or us for these payments. You will also be responsible for paying our reasonable administration charges for dealing with these matters. However, where it is not reasonably practicable to transfer liability for any such fine or charge, we may use our discretion to settle the fine or charge with the appropriate authority and re-charge you such amount together with an administration charge to reflect our reasonable administration costs. Should you wish to appeal, contest or dispute any such fine or charge we shall pass all relevant information to you and you must liaise directly with the appropriate authority or company to obtain any refund, where this is possible.

e) The reasonable cost of repairing any damage to the vehicle which was not noted at the start of the agreement, whether you were at fault or not (depending on section 4). You will also be responsible for paying the reasonable cost of replacing the vehicle if it is stolen or written off,

British Vehicle Rental and Leasing Association recommended rental agreement, copyright of BVRLA Ltd

Only members of the BVRLA may use this document.

You must not copy any part of this agreement without permission from the BVRLA.

depending on any insurance or cover you have (as set out in section 8 below), if and when we demand this payment. You will also be responsible for paying our reasonable administration charges for dealing with this matter. Should we consider damage to the rental vehicle to be caused by your gross negligence, serious carelessness, or deliberate misuse, then we reserve the right to recharge the full cost of repairs regardless of the cover that has been taken out, e.g. driving the vehicle illegally or driving through a flood. Any call out for a customer induced fault, (e.g. losing the key to the vehicle) could lead to additional charges being applied to the rental agreement.

f) A loss-of-income charge, when we demand it, if we cannot rent out the vehicle because it needs to be repaired, if it is a write-off (it cannot be repaired), or if it has been stolen and we are waiting to receive a full payment of the vehicle's value.

g) We will only charge you for loss of income if we cannot get back our losses under the damage protection programme, as explained in section 8. We will charge you at the published daily or hourly rate, and we will never charge you for more than 30 days rental charges. In addition, we will also make suitable deductions for any costs which we have avoided during the period that the vehicle cannot be rented, up to a maximum of 30 days. We will always do everything we can to make sure we repair the vehicle or get back our costs as soon as possible.

h) Any recovery charges arising from the Driver and Vehicle Services Agency (DVSA), HM Revenue & Customs (HMRC), the police, or any other organisation or their agents, who have seized our vehicle while on hire to you. You will also have to pay us a loss-of-income charge while we cannot rent out the vehicle.

i) Any published rates for delivering and collecting the vehicle, a charge for an extra driver or returning the vehicle late, and charges for accessories such as child car seats, satellite navigation systems and other similar items.

j) 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 as published by Barclays Bank. We will publish this rate from time to time.

k) You are responsible for any loss or damage to additional equipment hired at time of rental including but not limited to satellite navigation equipment, baby seats etc.

l) We will work out all charges in line with this agreement, and they will include VAT (if this applies).

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

8 Our motor insurance and damage protection programme

You can get full details of our damage protection programme from the office you rented the vehicle from, or from our website.

If we arrange separate motor insurance, we will give you information on the motor insurance cover and any restrictions which may apply. Otherwise, the conditions of our motor insurance and damage protection programme will apply. By putting your initials in the appropriate box on the rental agreement, you are confirming that you have read the conditions of our motor insurance and damage

British Vehicle Rental and Leasing Association recommended rental agreement, copyright of BVRLA Ltd

Only members of the BVRLA may use this document.

You must not copy any part of this agreement without permission from the BVRLA.

protection programme and accept the conditions.

We have a legal responsibility to have third-party motor insurance. This provides cover for claims if you injure or kill anybody, or damage their property. Cover for damage to property is limited to £1,000,000.

We will provide cover for loss or damage to the vehicle if you have ticked the box marked 'Collision and loss damage waiver' on the rental agreement. Even if you accept this, you still have to pay an amount up to the 'responsibility amount' every time you damage the vehicle. The following are not covered by the collision and loss damage waiver and you will be responsible for the full cost of repair:

I. Roof damage
II. Etc.

Commented [AB1]: Members to insert their own exclusions here. Any exclusions also need to feature prominently on the front of the rental agreement as well

The responsibility amount you have to pay in each case is shown on the rental agreement.

We will provide cover for theft and damage to the vehicle caused during a theft or attempted theft, if you have ticked the box marked 'Theft waiver' on the rental agreement. Even if you accept this, you still have to pay an amount up to the 'responsibility amount' if the vehicle is stolen.

We will, if available, provide personal accident insurance, personal belongings insurance and goods-in-transit insurance on a non-advised basis. You are responsible for deciding whether these products are suitable for your needs. We are not responsible if the product does not meet your needs.

9 Your own motor insurance

If we have agreed to fill in the appropriate box on the rental agreement prior to the conclusion of the rental agreement, you may arrange your own motor insurance to cover your legal responsibility for any loss or if the vehicle is stolen or damaged for the full period you are renting the vehicle for and third party liability. You must prove that this motor insurance is valid and sign the confirmation on the rental agreement. We have the right to agree:

- the amount of cover you arrange;
- the type of policy you choose; and
- the insurer you choose.

We must be satisfied with the motor insurance 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, we will negotiate any settlement for loss or damage with your insurers, and we will receive any money they pay out. This includes allowing us to take legal action in your name and defending any proceedings taken against you. You are responsible for paying the full claim and paying all costs if the policy you have arranged fails and the vehicle is damaged, lost or stolen, or someone else makes a claim.

It is your responsibility to ensure details of all vehicles supplied by us for a period of more than 14 days are entered onto the Motor Insurance Database within 3 days of the vehicle being supplied to you. If we receive any notices or penalties relating to the vehicle being uninsured then we will ask you to pay our reasonable costs for dealing with them.

10 What to do if you have an accident or the vehicle is stolen

If you are involved in an accident, you must not admit that you are responsible. You should describe

British Vehicle Rental and Leasing Association recommended rental agreement, copyright of BVRLA Ltd
Only members of the BVRLA may use this document.
You must not copy any part of this agreement without permission from the BVRLA.

the situation as fully as possible when you are asked to do so by the police and the rental company. You should get the names and addresses of everyone involved, including witnesses. You should also:

- make sure the vehicle is secure;
- tell the police straight away if anyone is injured or if there is a disagreement over who is responsible; and
- contact us straight away.

You must then fill in our accident report form and send it to our address shown on the rental agreement.

If the vehicle has been stolen, you must tell us as soon as possible and confirm this in writing as soon as reasonably possible. You or any authorised drivers will also need to:

- get the names and addresses of any witnesses and give them to us;
- send us any notices or other documents relating to any legal proceedings arising out of the theft or loss;
- help us and our insurers in any legal proceedings, including allowing us to take legal action in your name and defending any legal action taken against you; and
- give us back all keys and report the theft or loss to the police as soon as reasonably possible.

11 Data protection

By entering into this rental agreement you agree that we can process and store your personal information in connection with this agreement including data collected from the vehicle. We may use your information to analyse statistics, for market research, credit control and to protect our assets.

We may need to share your information with selected 3rd parties for performance of this contract including:

- Our breakdown provider if the vehicle suffers a breakdown
- Our insurer if they request it or if you are involved in an accident
- The DVLA if you take the vehicle abroad and they request the details of the VE103B which was issued to you for audit purposes

Commented [AB2]: This is not an exhaustive list and you should consider whether data is shared anywhere else and include it here.

You agree that if you break the terms of this agreement we can pass your personal information to credit-reference agencies, debt collectors, the police or any other relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), which can share your personal information with its members to prevent crime and protect their assets, as allowed under any applicable data protection legislation.

12 Ending this agreement

a) We will end this agreement 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 its main conditions.

b) If you are a company, we will end this agreement if:

- you go into liquidation;
- you call a meeting of creditors;

British Vehicle Rental and Leasing Association recommended rental agreement, copyright of BVRLA Ltd

Only members of the BVRLA may use this document.

You must not copy any part of this agreement without permission from the BVRLA.

- 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 amount you owe us under the conditions of this agreement. We can also claim reasonable costs from you if you do not meet the main conditions of this agreement. We can repossess the vehicle and charge you a reasonable amount for doing so.

13 **The law**

We aim to deal with all disagreements fairly and calmly. If we cannot deal with a disagreement, we may take the matter to the BVRLA's conciliation service. This agreement is governed by the laws of the country in which you signed it. Any disagreement may be settled in the courts of that country. This agreement contains all the conditions which we have agreed and replaces any written or verbal agreements we have with you.

14 **Statement of Liability** (for use on the front of a rental agreement, requires a specific signature box)

'I agree that while the rental agreement is in force I will be liable as owner/hirer of the vehicle, or any replacement vehicle, for any fixed penalty offence, penalty charge notice, notice to owner, parking charge notice for that vehicle under s66 Road Traffic Offenders Act 1988, Schedule 6 Road Traffic Act 1991, Traffic Management Act 2004, Protection of Freedoms Act 2012 and any other relevant legislation.'

15 Signature Box (for use on the front of a rental agreement)

It is important that you read and understand the terms and conditions that apply to this contract before you sign. Only sign this agreement if you agree to the terms and conditions on page ?. By signing you also confirm that if you pay with the payment card shown on this form, you give us permission to take the total amount you owe.

British Vehicle Rental and Leasing Association recommended rental agreement, copyright of BVRLA Ltd

Only members of the BVRLA may use this document.

You must not copy any part of this agreement without permission from the BVRLA.