



# **General Terms and Conditions of Rental Van and Truck Rental**

**SVAT Ltd  
Block 13 Units 2 And 3 Symington Drive,  
Clydebank Business Park,  
Clydebank, Scotland, G81 2LF**

**(hereinafter also referred to as Sixt)**

## 1 Interpretation

### 1.1 Definitions:

**Additional Service Fee(s):** means the additional fees for services not included in the Rental Fees and set out in the Rental Agreement.

**Driver:** means any driver who is authorised under the Rental Agreement (by a Business Customer or otherwise) to drive the Vehicle in accordance with these Conditions.

**Business Customer:** means a business, firm, partnership or company that has a corporate hire agreement with us.

**CDW:** means collision damage waiver.

**COI:** means your own insurance.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 2.4.

**Contract:** has the meaning prescribed to it in clause 2.1.

**Deposit:** the deposit amount set out in the Rental Agreement, where applicable.

**Early Termination Fee:** the sum equal to:

- (a) where you chose to terminate a Rental Agreement early, we will be entitled to adjust the Rental Fees owed accordingly in line with the Rental Period of hire; and
- (b) the full costs of the Additional Service Fees; and
- (c) administration fee of £100.00 per Vehicle.

**Minor Damage:** scratches less than 25mm long or any length if they have not broken the surface of the paint; dents less than 25mm in diameter which have not cracked the paint; stone chips less than 3mm in diameter and without any denting; wheel or wheel-trim scuffs without cracking or gouging; seat covers damage of less than 3mm in diameter; interior stains or marks than can be cleaned or polished out using our standard cleaning procedure.

**Rental Agreement:** the agreement setting out the particulars of the Vehicle you hire from us and to which these Conditions apply.

**Rental Fees:** means our fees payable by you for the hire of the Vehicle as set out in the Rental Agreement.

**Rental Period:** has the meaning prescribed to it in clause 5.1.

**Required Documents:** means a full driving licence valid for the nominated Driver for the entire Rental Period, an insurance certificate demonstrating that the Vehicle is fully covered for the entire Rental Period. If the driving licence does not contain a photograph of the driver, then an additional proof of ID will be required in the form of a passport or National ID card.

**Vehicle:** means the vehicle that you have agreed to rent from us for the Rental Period, as set out in the Rental Agreement (or any replacement Vehicle that we provide). This includes its keys and all parts and accessories (including modifications we make as set out in the Rental Agreement) present within the Vehicle from the commencement of the Rental Period.

**Vehicle Condition Report:** means the additional report which is separate to the

Vehicle condition summary included in your Rental Agreement that we complete which sets out the condition of the Vehicle at the time you take possession of it from us, which we can provide to you where you request this from us.

**We/us/our:** SVAT Limited, registered in England and Wales with company number SC620184.

**You/your:** means the legal entity or individual, including Business Customer and individual Drivers that rents the Vehicle from us and is named on the Rental Agreement.

## 1.2 **Interpretation:**

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (b) Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (c) A reference to writing or written includes email.

## 2 **Basis of contract**

2.1 The Contract is made between you and us and sets out our responsibilities to you and your responsibilities to us when renting a Vehicle. The Contract is made up of the following documents:

- (a) the Rental Agreement;
- (b) these Conditions; and
- (c) where you have requested it, the Vehicle Condition Report.

2.2 By entering in to the Contract, you agree to:

- (a) rent the Vehicle, including any replacement Vehicles for the Rental Period;
- (b) pay the Rental Fees and any applicable Additional Service Fees (as well as any fees for the extension of the Rental Period (where applicable) under clause 6); and
- (c) pay relevant administration charges, fees, theft and damage charges, toll charges, parking, traffic or other fines or charges, reasonable court costs and/or any other reasonable charges, in the circumstances set out within these Conditions.

2.3 By entering in to the Contract, you warrant to us that:

- (a) you have full capacity and authority and all necessary consents (including, where its procedures so require) to enter into and perform its obligations under the Contract;
- (b) all information you have provided to us is true, accurate and not misleading;
- (c) you have obtained the necessary licences and insurance (where applicable) that are necessary for you to use the Vehicle.

2.4 We reserve the right to amend these Conditions from time to time (including any administrative fees that we are entitled to charge as set out in these Conditions) upon giving you not less than thirty days prior written notice.

## 3 **Rental fees, deposits and payment**

- 3.1 You agree to pay the Deposit and Rental Fees as set out in the Rental Agreement.
- 3.2 Your Rental Fee shall be calculated based on:
- (a) your start and end dates and times;
  - (b) rental location(s);
  - (c) the duration of the Rental Period;
  - (d) the type of Vehicle stated in the Rental Agreement.
- 3.3 Unless otherwise stated in the Rental Agreement, the Rental Fees shall include the cost of vehicle tax, local taxes, daily rental charge, breakdown assistance and contractual mileage charge.
- 3.4 The following are not included in the Rental Fee and charged as an Additional Service Fee. These include but are not limited to:
- (a) customisation of the Vehicle where permitted;
  - (b) refuelling;
  - (c) AdBlue refill;
  - (d) delivery and collection (where the Rental Period is less than six months) damage and service maintenance costs;
  - (e) bespoke parts and accessories for the Vehicle including tyres.
- 3.5 The Rental Fees and any Additional Service Fees shall be payable for the duration of the Rental Period (including any extensions of the Rental Period).
- 3.6 You shall pay each undisputed invoice submitted by us within the payment terms we have agreed with you separately in writing to a bank account nominated in writing by us from time to time.
- 3.7 If you receive an invoice which you reasonably believe includes a sum that is not valid and properly due:
- (a) you shall notify us as soon as possible and within 30 days of receipt;
  - (b) you shall pay the full balance of the invoice by the due date for payment of the invoice; and
  - (c) once the dispute has been resolved, where either you or us is required to make a balancing payment, you shall do so within 10 business days, and where we are required to issue a credit note, we shall do so within 10 business days.
- 3.8 Where you fail to comply with clause 3.7, the invoice shall be regarded as undisputed 90 days after the date on which it is received by you.
- 3.9 All sums payable to us under the Contract:
- (a) are exclusive of VAT, and you shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
  - (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 3.10 We may increase the Rental Fees at any time giving you at least 28 days' notice in writing and such increase shall be based on the latest available figure for the percentage increase in the Retail Prices Index.
- 3.11 You must pay an excess mileage charge (as set out in the Rental Agreement) if you exceed any mileage limitation set out in the Rental Agreement. For Rental Periods

longer than 12 months, where your pro-rated annual contractual mileage charge exceeds the original weekly rate, we will increase the weekly rate accordingly depending on the actual mileage occurred. Where we do not increase the weekly rate, we are entitled to charge the excess mileage charge at each 12 month anniversary of the Rental Period, or where the Rental Period is less than 12 months, the contractual mileage charge shall be pro-rated and excess mileage charge shall be chargeable for that period.

- 3.12 You should update us on the mileage of the Vehicle at monthly or quarterly intervals during the Rental Period.
- 3.13 You may be liable for additional charges at the end of the Rental Period following our inspection of the Vehicle where you have breached the terms of this Rental Agreement and the condition of the Vehicle is required to be remedied by professional cleaning or valeting services. Where the condition of the Vehicle cannot be remedied by professional cleaning or valeting services then we shall be entitled to treat this as damage to the Vehicle and the terms of clause 12 shall apply.
- 3.14 If you are late making payment, we will charge you, without further notice, interest on the amount that is overdue. Interest is calculated at 4 percent per year above the base lending rate of the Bank of England. We will also charge you for any reasonable costs incurred by us whilst we attempt to recover payment from you (including reasonable legal costs).
- 3.15 You agree that we will send invoices electronically to the designated invoice address as set out in the Rental Agreement.
- 3.16 Where you are not a Business Customer, any Deposit paid under the Rental Agreement is a deposit against any and all claims and losses under this Contract including default of payment of the Rental Fees by you or any loss of or damage caused to the Vehicle. If you fail to pay the Rental Fees or cause any loss or damage to the Vehicles (in whole or part), we shall be entitled to apply the Deposit against such default, loss or damage.
- 3.17 Where you are a Business Customer, any Deposits paid will be held on the terms set out the corporate hire agreement you have with us.

#### **4 Vehicle collection at commencement of the Rental Period**

- 4.1 You will collect the Vehicle during the opening hours of the branch address specified in the Rental Agreement on the Commencement Date. We may agree (following signing of the Rental Agreement) to deliver the Vehicle to another address. Where the Rental Period for the Vehicle is in excess of six months, any delivery arranged by us will be free of charge.
- 4.2 You must also present us with the Required Documents.
- 4.3 We provide the Vehicle to you with a full tank of fuel (less any used to deliver the Vehicle to you). You are then responsible for fuel consumption during the Rental Period (and any additional period until the Vehicle is returned to us) and the fuel tank must be full when the Vehicle is returned to us.

#### **5 Rental period**

- 5.1 The Rental Period is the period from the start date shown on the Rental Agreement and ends on the indicated date shown on the Rental Agreement.
- 5.2 The Rental Agreement terminates when the Vehicle is returned or collected by us, and the Vehicle's keys are handed over to one of our employees.
- 5.3 You will notify us to return or collect the Vehicle, such notice must not less than 14 days prior to the end of the Rental Period. The return or collection site must either be the location of collection or other site nominated by us from time to time.

## **6 Extending the Rental Period**

- 6.1 You and we may agree to extend the Rental Period. If you wish to extend the Rental Period, please contact us as soon as possible, and at the latest 14 days before the end date and time of your Rental Period.
- 6.2 Where you are a partnership of fewer than four partners, sole trader or individual, the following provisions apply:
- (a) where you wish to extend your Rental Period for up to 84 days we have the right to require you to come back to the branch location and agree a new Contract and possibly exchange the Vehicle. We may also require an additional Deposit together with the relevant method of payment for the extended Rental Period;
  - (b) an extension of the Rental Period shall not be agreed where it exceeds 84 days on any account.
- 6.3 Where the Rental Period has expired we may repossess the Vehicle. If we repossess the Vehicle you must pay any reasonable expenses we incur in the process of repossession. If we have the right to repossess the Vehicle you give us permission to access your premises or the premises at which the Vehicle is located to do so.
- 6.4 If you fail to return the Vehicle at the end of the Rental Period, you will be charged damages to compensate us for the loss of use of the Vehicle (at the daily Rental Fee set out in the Rental Agreement)
- 6.5 Please note that your obligations in relation to the Vehicle continue until you return the Vehicle to us, notwithstanding that the Rental Period may have come to an end.

## **7 Inspecting the Vehicle on collection**

- 7.1 The Vehicle has been maintained in accordance with the manufacturer's recommended standards and will be roadworthy at pick-up.
- 7.2 Any existing damage to the Vehicle will be stated on the Rental Agreement or, where you have requested one, the Vehicle Condition Report.
- 7.3 When you collect the Vehicle you should inspect it. If there is any damage, other than Minor Damage, you must make sure it is recorded on the Rental Agreement or, where you have requested one, the Vehicle Condition Report. You will be responsible and liable for any damage to the Vehicle which was not recorded on the Rental Agreement or Vehicle Condition Report.

## **8 Returning the Vehicle and condition on return**

- 8.1 You must return the Vehicle to us unaltered from its condition at the start of the Rental Period, unless authorised by us in writing. We will inspect the Vehicle on its return for any damage or changes in condition from that which was described in the Rental Agreement or Vehicle Condition Report at the time of the Vehicle collection. We will notify you of our findings and include any relevant photographs of such damage we find in our inspection for you to review. You may be present at such inspection.
- 8.2 Some damage may not be apparent at the post-rental inspection, such as mechanical damage (for example in areas such as the engine, fuel tank or clutch) or damage hidden by adverse light or weather conditions. If we find any such damage we will notify you with evidence of the same.
- 8.3 The Vehicle must be returned in a similar condition of cleanliness to that in which it was received.
- 8.4 You must return the Vehicle to us during the opening hours of the branch specified in the Rental Agreement, unless otherwise agreed by us in writing.
- 8.5 By taking possession of the keys to the Vehicle, you agree to return the Vehicle to

us at the branch specified in the Rental Agreement, unless alternative collection arrangements have been organised and confirmed by us. If the Vehicle is returned to an alternative location, you will be liable for any reasonable costs incurred by us to relocate the Vehicle to the location specified in the Rental Agreement.

8.6 The Vehicle must be returned to us with a full tank of fuel unless you have pre-paid us for fuel. If the Vehicle is returned to us without a full tank of fuel, you will be liable to pay us for the fuel required to fill up the Vehicle at the rate which will not exceed the fuel rates calculated in accordance with our fuel matrix which may be viewed at <https://www.globalpetrolprices.com>. These rates are updated monthly. We use the fuel matrix to calculate the average rates and then add a surcharge. The surcharge is calculated as 20%.

8.7 For a Vehicle fitted with an AdBlue® tank, you are responsible to ensure that AdBlue is applied as required. You must return the Vehicle with a full AdBlue tank.

## 9 **During the Rental Period**

9.1 During the Rental Period (and any additional period until you have returned the Vehicle to us), you must:

- (a) use the Vehicle according to the road traffic laws applicable to the area you are driving in;
- (b) use the correct fuel;
- (c) lock the Vehicle when you're not using it, or when you're refuelling it and, you must use any security device fitted to or supplied with it;
- (d) comply with all laws and regulations for using the Vehicle;
- (e) comply and maintain the Vehicle in accordance with the Vehicle manufacturer's manual, instructions and guidance, particularly in respect of servicing and maintenance;
- (f) ensure any Driver has a valid driving licence and is covered by your insurance policy for the Vehicle;
- (g) ensure the Vehicle is protected against bad weather that might cause damage to it;
- (h) drive the Vehicle with all due care and attention and in compliance with all relevant speed limits;
- (i) contact us as soon as you become aware of a fault in the Vehicle, or if you believe the fault means the Vehicle is no longer roadworthy; and
- (j) contact us immediately when any warning light is displayed on the Vehicle or, when the service reminder message is displayed, unless it is unsafe to stop or, you have been advised by us to continue driving. Failure to inform us may result in you being responsible for any additional costs as set out in clause 10.2

9.2 During the Rental Period (and any additional period until you have returned the Vehicle to us), you must not:

- (a) take the Vehicle outside the United Kingdom;
- (b) fit your own equipment to the outside of the Vehicle which may cause damage to the Vehicle, for example, signage, stickers, roof racks, luggage carriers or bike racks;
- (c) overload the Vehicle (as determined by the Vehicle manufacturer);
- (d) sell, rent, remove, or dispose of the Vehicle or, allow anyone else to do so;

- (e) push or tow any trailer or any other vehicle (except if the Vehicle is equipped with a hitch in which case you may tow a trailer or other vehicle up to a maximum weight of 1000kg);
- (f) give anyone any rights over the Vehicle;
- (g) work on the Vehicle or let anyone else work on the Vehicle;
- (h) carry or transport any hazardous, toxic, flammable, corrosive, radioactive, harmful, dangerous, strong smelling or illegal materials;
- (i) use the Vehicle for any crime or other illegal activity or purpose;
- (j) use the Vehicle for hire or reward or, for fair paying;
- (k) use the Vehicle off-road, on a race track, for racing, pace making, testing whether for reliability or speed, or for teaching someone to drive, or in connection with motor rallies, competitions, demonstrations or trials;
- (l) use the Vehicle whilst any driver is under the influence of alcohol or drugs or other narcotic substances, or medications under the effects of which the operation of a vehicle is prohibited or not recommended; or
- (m) smoke or allow anyone else to smoke in the Vehicle.

9.3 From time to time we may need the Vehicle returning to us during your Rental Period. By way of example this may be due to a service requirement on the Vehicle, a manufacturer's recall notice, or a maximum mileage requirement. If we contact you to notify you that you need to return the Vehicle to us you must use all reasonable efforts to be available to talk to us on the contact number you gave us at the time of booking and cooperate fully with us to facilitate the return the Vehicle. Failure by you to respond to our efforts to contact you and/or failure to comply with our reasonable instructions concerning the return of the Vehicle may result in you being fully liable for all losses and liability we incur directly or indirectly arising out of or in connection with your failure to return the Vehicle.

## 10 **Servicing and Maintenance**

10.1 It is your responsibility to ensure that the Vehicle remains in a roadworthy condition at all times. You should carry out all checks in accordance with the Vehicle manufacturer's instructions including what is recommended in the Vehicle's handbook. This extends to any accessories and/or add-ons supplied with the Vehicle.

10.2 All Vehicles are required to be serviced and maintained within the Vehicle manufacturer's timeframe and/or when the dashboard service light is illuminated. If a Vehicle's service or routine maintenance schedule is missed due to you not reporting it to us and the Vehicle falls out of warranty or is involved in an accident as a result, you will be responsible for all costs should the Vehicle develop any fault or affect any warranty. You must not continue to use a Vehicle if a warning light appears and you should immediately contact us for assistance. If you fail to inform us of any warning light or service reminder message, you shall be liable and indemnify and compensate us for any loss incurred as a result of such failures including but not limited to the cost of repair and the diminution in value of the vehicle.

10.3 You should call us to arrange any service or maintenance work required. We will then advise you of the appointment date, time and location. Vehicles that exceed the due service date may be subject to additional charges. Should a Vehicle service or any type of Vehicle maintenance be booked in for an appointment and missed by you, you will be responsible for any costs incurred, an administration fee and an abortive charge (costs may vary) will also be charged. Changes can be made up to 24 hours prior to service and maintenance.

10.4 Any replacement or repairs to windscreens and tyres must meet the Vehicle manufacturer's original specification. Any changes to the tyre or windscreen



type/specification must be pre-approved by us.

## 11 **Property in the Vehicle**

- 11.1 During the Rental Period (and any additional period until the Vehicle is returned to us) we are not responsible for any property held in the Vehicle. This is kept at your sole risk.
- 11.2 You must not leave any property in the Vehicle when you return it to us. Any property left in the Vehicle will be disposed of without notice to you.

## 12 **Damage, loss or theft**

- 12.1 In the event of any loss, damage or theft to the Vehicle, you must provide us with all such assistance and information as we reasonably request to investigate the matter and/or to otherwise deal with it.
- 12.2 You must not make any repairs (minor or otherwise) to the Vehicle without our prior written consent. Any repairs that are arranged by you must be carried out by a BS 10125 certified repair centre. We reserve the right to inspect the Vehicle following any repairs carried out or arranged by you to assess its condition

### **Accidents**

- 12.3 If you have an accident with or in the Vehicle, you must:
  - (a) not admit or accept liability to any third party;
  - (b) obtain and notify us of all the names and address of all parties involved in the accident, including wherever possible any witnesses;
  - (c) secure the Vehicle, inform the police straight away in the event that anyone is injured, the road is blocked as a result of the accident or, if any third party property has been damaged;
  - (d) call the number for our breakdown assistance service as set out in your Rental Agreement and report the accident or breakdown to our breakdown assistance team; and
  - (e) (in the case of an accident with a third party), call the breakdown assistance service number within 12 hours of the accident. In the event of confiscation or impounding of the Vehicle by third parties, you must inform us immediately by e-mail and telephone to the branch identified on your Rental Agreement.

### **Vehicle Breakdown**

- 12.4 We provide a comprehensive breakdown, recovery and assistance service. This is supplied free of charge provided that:
  - (a) all service and maintenance on the Vehicle has been carried out in accordance with the Vehicle manufacturer's recommendations; and
  - (b) any faults are covered by the Vehicle manufacturer's warranty.

You will be responsible for all losses and expenses as a result of a breakdown/recovery which is as a result of damage or neglect caused by you.

- 12.5 If the Vehicle breaks down during the Rental Period, we will as soon as reasonably practicable possible, recover and repair the Vehicle. If the Vehicle cannot be repaired we will use reasonable endeavours to provide a replacement Vehicle. If the breakdown is caused by your negligence or that of any Driver, or arises as a result of your breach of the Contract, you will be responsible for the cost of recovery and repair, together with an administration fee to cover the handling of the claim and any other reasonable associated costs.

## Theft of Vehicle and Damage

- 12.6 If the Vehicle or its keys are stolen, you must report it to the police and obtain a police report or crime reference number, without delay and immediately provide us with the police report or crime reference number and the keys (if possible).
- 12.7 If the Vehicle is stolen during the Rental Period you are still responsible for payment of the Rental Fees during the remainder of the Rental Period together with cost of replacement of the Vehicle. You will pay us a cost of use fee (calculated at the daily Rental Fees under the Rental Agreement) from the end of the Rental Period or (if later) the date we notify you of the replacement cost until such time as you have paid the replacement cost to us.
- 12.8 If the Vehicle is damaged on its return to us you must compensate us for the cost of repairing the Vehicle together with any loss of use (calculated at the daily Rental Fees under the Rental Agreement) until such time as the Vehicle is repaired and returned to us.
- 12.9 We work with appropriately qualified experts who use a damage matrix to work out the estimated cost of repair to or replacement of the Vehicle, keys, any accessories or any Vehicle documents that are damaged or lost or stolen during the Rental Period. The damage matrix uses an average repair cost for the Vehicle. We work this out using:
- (a) industry standard labour rates and job duration, according to an industry standard estimating tool;
  - (b) the price of any original equipment manufacturer parts; and
  - (c) loss of use (being the amount the Vehicle reduces in value and interest, costs and loss of rental).
- 12.10 The amount of compensation payable to us for any damage will be calculated on the basis stated below. If the damage is of the type set out in the table below then we will charge you the sum set out, which is intended to be a fair and genuine estimate of our losses resulting from the damage.

<b>Damage</b>	<b>Amount</b>
Repairable stone chip	£60 plus £100 admin fee
Repairable small rim scratch (less than 10 cm)	£75 plus £100 admin fee

- 12.11 If the Vehicle is beyond economic repair you will compensate us for the market value of the Vehicle less the market rate salvage value for the Vehicle together with any anticipated costs associated with writing off the Vehicle, registration and/or de-registration together with a loss of use fee (calculated at the daily Rental Fees under the Rental Agreement) from the end of the Rental Period or (if later) the date we notify you of the replacement cost until such time as you have paid the replacement cost to us.
- 12.12 If you disagree with our estimate of the losses resulting from the damage, you may instruct your own suitably qualified and accredited expert (at your own cost) and we will allow you and/or your expert to access the evidence of the damage in our possession. If we and you cannot agree with you the amount due in respect of the damage, we will jointly appoint an independent expert (and in the absence of agreement either of us may require the President for the time being of the Law Society to appoint an independent expert) ("the Expert") and to agree with the Expert the terms of appointment. The Expert will act as an expert and not as an arbitrator. The decision of the Expert will be final and binding on you and us in the absence of fraud. The fees of the Expert will be paid as the Expert shall direct.
- 12.13 In addition to any compensation for damage caused to the Vehicle, an administration

fee of £100 will be payable to cover dealing with associated claim resulting from any damage.

### **13 Speeding, parking and traffic fines and charges**

13.1 You are responsible for all fines and charges issued as a result of you or any driver using the Vehicle including all parking fines or charges; toll charges; towing charges; clamping costs; traffic fines or charges; speeding fines; and any other charges or fines.

13.2 If a fine or charge is sent to us because you haven't paid a charge or complied with the law, we will take payment for:

- (a) an administration fee of £40.00 for every transaction handled by us to cover our costs of dealing with the fine or charge; and
- (b) the fine or charge itself (if we have to pay it).

13.3 We will provide your details, as well as a copy of the Rental Agreement to the authority or private company that has issued the fine or charge if we consider they have a right to the information and the law allows us to do so. We will charge you a £40 administration fee for doing this.

13.4 If we are not able to lawfully pass on your information in accordance with clause 13.3, we will pay the fine or charge on your behalf and then invoice you for the fine or charge, and our administration fee.

13.5 If you want to appeal, contest or dispute a fine or charge, we will give you the details of the fine or charge and the organisation who issued the fine or charge. You must deal directly with the issuing organisation to get a refund and/or compensation.

13.6 If the Vehicle is seized by the police or customs and excise or any other authority during the Rental Period (and any additional period until the Vehicle is returned to us), unless the seizure was caused by our negligence or us breaking the Contract or the law, you will have to pay:

- (a) any costs we incur as a result of the seizure;
- (b) a loss of use fee if the Vehicle is not returned prior to the end of the Rental Period (calculated at the daily Rental Fee under the Contract); and
- (c) a service fee of £75 for the processing and collection of the Vehicle from the impound.

### **14 Replacement Vehicle**

14.1 Where we supply a replacement Vehicle e.g. if your Vehicle is damaged, stolen or rendered not roadworthy, this replacement Vehicle may not be the same make/model/specification as your original Vehicle although we will endeavor to source a Vehicle that matches the specification you requested. The Rental Fees shall still be payable at the same rate as the original Vehicle.

14.2 Once your Vehicle has been repaired, we will notify you to arrange for the replacement Vehicle to be returned. Should the replacement Vehicle not be returned within 48 hours notice of your Vehicle being ready for collection, the replacement Vehicle will become chargeable in addition to the Rental Fees.

### **15 Insurance options and conditions**

15.1 The following conditions shall apply if you opt to insure the Vehicle by COI or CDW.

15.2 COI shall only apply to Business Customers. The Business Customer shall be responsible for the Vehicle for the duration of the Rental Period and we shall be exempted from all responsibility arising from the operation of the Vehicle during the Rental Period.

- 15.3 You must ensure any COI for the Vehicle is for the duration of the Rental Period and any additional period until you have returned the Vehicle to us.
- 15.4 You must prove to us that the protection is valid including providing a copy of the current insurance certificate and ensure that the protection remains valid whilst the Vehicle is out of our possession. You will be responsible for the cost of the insurance.
- 15.5 You will be responsible for all losses, damages and claims that we incur or suffer in the event that any insurance policy fails to be effective or satisfactory or for any payment that we make to a third party where the third party brings a claim against us relating to your use of the Vehicle. We must agree to the value of coverage that you propose the type of policy and the COI provider that you have chosen. We must be satisfied with the coverage and policy conditions, and they may not be altered during the Rental Period. We may ask your proposed COI provider to record our name as the registered owners of the Vehicle. You will be responsible for settling all losses and claims including third party claims if the Vehicle is lost, damaged or stolen. Where you make a claim under the insurance policy which relates to damage to the Vehicle, you will forward any proceeds received under the insurance policy to us.
- 15.6 You shall indemnify us and keep us indemnified against any and all liabilities, costs, expenses, damages and losses suffered or incurred by us in the event the COI policy lapses, is terminated or is invalidated for any reason. If your COI provider delays or fails to make payment within 30 days of receipt of a claim then you will be liable to pay this sum immediately. You hereby consent that we may discuss any claim with your COI provider and that any payment in respect of a claim may be made to us directly.
- 15.7 Where the Vehicle is covered by CDW, the Vehicle comes with third party liability cover. This means you will covered for any damage caused to another person's property (for example, their vehicle and/or any injury suffered by them, including passengers in the Vehicle). You will not have to pay any of their costs, unless the damage or injury was caused, or contributed to, by:
- (a) your negligence, misuse or failure to co-operate with any claim;
  - (b) breaching any part of the Contract;
  - (c) breaching any of the provisions contained in clauses 9.1 and 9.2, and such breach causes or contributes to the damage or third party claim; or
  - (d) breaking the law.
- 15.8 If any damage or loss is caused to the Vehicle or to us or the Vehicle is stolen, and it was caused, or contributed to, by:
- (a) your negligence;
  - (b) breaching any of the provisions contained in clauses 9.1 and 9.2, and such breach causes or contributes to the damage or loss; or
  - (c) breaking the law.

then you may lose the benefit of CDW and any other third party liability insurance. In such circumstances, you shall reimburse us for:

- (d) the full cost of replacement or estimated repair costs of the Vehicle;
- (e) any loss of use;
- (f) any costs we have to pay to third parties;
- (g) our own reasonable costs, including a processing fee.

in these circumstances, if the law requires us to provide you with third party liability cover, the minimum cover required by law shall still apply but we, or our insurer, may seek to

recover our full costs from you.

15.9 Vehicles must not, under any conditions, be driven outside the Rental Period. Any Vehicle driven outside of the Rental Period will not be insured and be driven illegally.

## 16 **Ending the contract early and limitation of liability**

16.1 You are entitled to terminate the Contract and return the Vehicle at any time giving us no less than 14 days' prior notice.

16.2 If you wish to terminate the Contract before the end of the Rental Period, you shall be obliged to pay the Early Termination Fee.

16.3 Without affecting any other right or remedy we may have, we may terminate the Contract immediately on notice if you:

- (a) are in material breach of the Contract which (if remediable) is not remedied within 14 days from receipt of written notice from us specifying the breach;
- (b) fail to pay any Rental Fees by the date 14 days after the due date for the same;
- (c) are in breach of the warranties at clause 2.3;
- (d) being an individual, are the subject of a bankruptcy petition or order;
- (e) suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
- (f) commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or makes a proposal for or enters into any compromise or arrangement with any of your creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of you with one or more other companies or your solvent reconstruction of that other party;
- (g) apply to court for, or obtain, a moratorium under Part A1 of the Insolvency Act 1986;
- (h) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of you with one or more other companies or your solvent reconstruction;
- (i) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over you (being a company, partnership or limited liability partnership);
- (j) the holder of a qualifying floating charge over your assets (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (k) a person becomes entitled to appoint a receiver over all or any of your assets or a receiver is appointed over all or any of your assets;
- (l) a creditor or encumbrancer of you attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days;
- (m) any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the

events mentioned in clause 16.1(d) to clause 16.1(l) (inclusive);

- (n) suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of your business
- (o) financial position deteriorates so far as to reasonably justify the opinion that your ability to give effect to the terms of the Contract is in jeopardy
- (p) we have reason to believe any of the events in clause 16.1 (d) to clause 16.1 (o) is likely to happen.

16.4 If we terminate the Contract pursuant to clause 16.1:

- (a) you must return the Vehicle you rented within 1 day of the Contract ending; and
- (b) you must pay any amounts owed to us under the Contract together with the Rental Fees for the balance of the Rental Period.

16.5 Without affecting any other right or remedy you may have, you may terminate the Contract immediately on notice if we are in material breach of the Contract which (if remediable) is not remedied within 14 days from receipt of written notice from us specifying the breach. Following such termination you must return the Vehicle as soon as you can and you must still pay all amounts owed to us under the Contract (including the Rental Fees) until the date of return of the Vehicle.

16.6 We shall not be liable to you (whether in contract, tort or negligence) or otherwise responsible for any loss of profit, business contracts, revenues, anticipated savings or for any indirect or consequential damage or loss. Our liability to you (whether in contract, tort or negligence) shall be limited to the Rental Fees due under the relevant Contract.

16.7 Nothing in the Contract shall exclude or limit our responsibility for fraud; death or personal injury caused by our negligence; or any other responsibility to the extent that the law says it cannot be excluded or limited.

## 17 **Personal information and security checks**

17.1 We shall collect your personal information and will electronically scan the identity documents onto our system. We will hold and use your personal information in order to perform our obligations under the Contract and for our business purposes in accordance with the terms of our privacy policy which is available on our website or on request

## 18 **General**

### 18.1 **Assignment and other dealings**

- (a) We may at any time sub-contract, assign, or transfer our rights and obligations to a third party or obtain a, mortgage or charge in respect of the Contract.
- (b) You may not assign or transfer your rights or obligations under this Contract to a third party or, subcontract any or all of your rights or obligations under the Contract without our prior written consent.

### 18.2 **Entire agreement.**

(a) The Contract constitutes the entire agreement between the you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.3 Each of you and us agree that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each of you and us party agree that it shall have no claim for innocent or negligent misrepresentation based on any statement in this

agreement. Neither you nor we have relied on any statement not contained in the Contract.

- 18.4 **Variation.** Except as set out in these Conditions, no variation of the Contract, shall be effective unless it is agreed by you and us in writing and signed by us.
- 18.5 **Waiver.** Where either of us may elect to waive any right or remedy is this election to not assert any right or remedy is only effective if given in writing and shall not be deemed to apply to any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:
- (a) waive that or any other right or remedy; or
  - (b) prevent or restrict the further exercise of that or any other right or remedy.
- 18.6 **Severance.** If any provision or part-provision of the Contract is or becomes deemed invalid, illegal or unenforceable, the provision shall be modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.
- 18.7 **Notices.**
- (a) Any notice or other communication given by us or you under or in connection with the Contract shall be in writing. Such notice to be sent to our registered office (details on our website) and to your address set out on the Rental Agreement and shall be delivered personally, or sent by pre- paid first class post or other next working day delivery service.
  - (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 18.7(a) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
  - (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 18.8 **Third party rights.** No one other than a party to this agreement and their permitted assignees shall have any right to enforce any of its terms.
- 18.9 **Governing law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 18.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).