

TERMS AND CONDITIONS

1 DEFINITIONS

1.1 In these terms and conditions of trading:

- (a) **“Admin Fee”** means a fee of £[xx.xx] which is payable as consideration for any administration work carried out by us under this agreement;
- (b) **“Deposit”** means the sum stated under the heading ‘Key Financial Information’ on the front page of this agreement and which is more fully described under clause 5.6;
- (c) **“BVRLA”** means the ‘British Vehicle Rental and Leasing Association’ which is our trade association and is approved by the UK Government for resolution of consumer disputes relating to car rentals that take place in the UK. Further details about BVRLA can be obtained at the following address: <http://www.bvrla.co.uk/>.
- (d) **“Claims Processing Fee”** means a fee of £60.00 which is payable as consideration for any administration work carried out by us in the processing of each and every insurance claim that arises during the Rental Period;
- (e) **“Europcar”** means Europcar Group UK Limited, a company registered in England and Wales under company registration number 1089053 and whose registered office is at James House, 55 Welford Road, Leicester, LE2 7AR. Europcar’s consumer credit licence number is 779407.
- (f) **“Excess Mileage Charge”** means £[0.00] a mile for each mile you travel in the Vehicle that exceeds the Inclusive Mileage Allowance for the Rental Period. See clause 5.1
- (g) **“Fair Wear and Tear”** means the standard set out in accordance with our fair wear and tear policy (a copy of which has been provided to you in Appendix 1 to this agreement)
- (h) **“Fees & Charges”** means the Admin Fee, the Claims Processing Fee, the Excess Mileage Charge, the Fuel Surcharge and the Lost Keys Fee. The cost of Fees & Charges is set out in the Schedule of Fees & Charges attached to this agreement
- (i) **“Fuel Surcharge”** means the cost for each litre of fuel which will be commensurate with the price for diesel or unleaded petrol (whichever will apply to the Vehicle) published by the RAC at the following website address: <https://www.rac.co.uk/drive/advice/fuel-watch/> from time to time plus a refuelling fee of £[xx] for each litre of fuel to compensate us for our loss if you do not return the Vehicle to us with a full tank of fuel (see clause 5.2(b)).
- (j) **“Inclusive Mileage Allowance”** means [number] miles a year
- (k) **“Lost Keys Fee”** means £[xxx.00]
- (l) **“Mainland UK”** means England, Scotland, Wales and Northern Ireland excluding all and any islands
- (m) **“Rental Period”** means the period of time set out under the heading ‘Key Financial Information’ on the front page of this agreement
- (n) **“Working Day”** means Monday to Friday 08:00hrs to 18:00hrs and Saturday 08:00hrs to 13:00hrs

- (o) **“VAT”** means value added tax calculated in accordance with the Value Added Tax Act 1994.

2 RENTAL

We are letting the Vehicle to you (subject to these terms) at the monthly charge and for the Rental Period.

3 PURPOSE OF THE HIRE

You acknowledge that you are taking the Vehicle on hire for your own purposes such purposes take into account the restrictions set out in clauses 4.4 and 4.7 and 4.23 below.

4 YOUR OBLIGATIONS

4.1

- (a) You must pay to us the (without deduction or set-off) in the manner set out under the heading ‘Key Financial Information’ (or at such other time and in such a way as we may notify you in writing subject to you receiving not less than 14 days’ prior written notice of such a change).
- (b) Payments for all s will be made by direct debit payment. The first s Payment will be due 14 days after the date of this agreement. All subsequent s must be paid strictly according to the Schedule of Monthly Payments attached to this agreement. e
- (i)

4.2 Interest on overdue payments

- (a) You must pay to us interest on any sums which are 5 days or more overdue at the Finance House Base Rate (as from time to time published) plus 5% a year on a day to day basis from the due date until the date that such payment clears (both before and after any judgment).
- (b) You must pay such interest on demand but this is without prejudice to any other right or remedy which we may have under this agreement.

4.3 Costs

You are responsible for any and all reasonable legal and other costs and expenses incurred by us

- (a) in attempting to obtain repayment of any money you owe. If your account is passed to a solicitor to attempt recovery of unpaid sums then our Late Payment Fee will also apply; and/or
- (b) in attempting to trace and/or recover possession of the Vehicle.

4.4 Insurance

- (a) You must insure and keep insured the Vehicle under a fully comprehensive policy against loss or damage (including windscreens) to its full replacement value, free from limitation or excess, with insurers approved by us (such approval not to be unreasonably withheld), such policy to bear an endorsement recording our interest in the Vehicle (the **“Insurance Policy”**).
- (b) If the Insurance Policy includes an excess, you must pay such excess.
- (c) Before entering into this agreement and, in any event, before the vehicle can be delivered, you must provide us with a copy of the Insurance Policy.

- (i) If there is any change to the Insurance Policy during the Rental Period, you must immediately tell us by writing to our Insurance Department at James House, 55 Welford Road, Leicester, LE2 7AR.
 - (ii) You must, within 7 days of the any Insurance Policy changing or expiring, provide a copy of the replacement insurance policy to the Insurance Department at James House, 55 Welford Road, Leicester, LE2 7AR. If you fail to do so, we may terminate this agreement in accordance with clause 8.
 - (iii) You must immediately inform us of any loss of or damage to the Vehicle by notifying our representative. You must use your best endeavours to supply us with (or **First Call Assist**) with details on demand of any third party or third party vehicle involved in any accident with the Vehicle. **First Call Assist**, on 0800 0280 999.
- (d) You must hold any insurance money you receive under the Insurance Policy in trust for us and must (upon receipt) immediately pay such sums to us. If payment is made to us, it will be accepted in partial settlement of sums owing by you to us. You remain fully responsible to us under the terms of this agreement.
- (e) You irrevocably authorise us to collect the insurance monies from the insurers. If a claim is made against the insurers we may, in our discretion, conduct negotiations and effect a settlement with the insurers and you agree to be bound by such settlement. Any insurance money will be applied as follows at our option:
- (i) in making good the damage; or
 - (ii) in replacing the Vehicle by another similar vehicle to which the terms of this agreement will apply; or
 - (iii) in compensating us for all loss suffered by us,

any surplus being paid to, and any deficiency made up by, you, provided that loss or damage to the Vehicle does not affect continuance of this agreement or your liability for payment of Rental Payments or any other sums due under this agreement.

- (f) You must indemnify us (in the event that we agree any modification or restriction in the insurance cover required by this agreement, or if the Vehicle is found not to be insured to its full replacement value, or if the insurers for any reason to repudiate any claim) against all losses, costs, claims, damages and expenses sustained by us
- (g) We accept no responsibility for loss and/or damage caused to a Vehicle if it is driven by an uninsured driver (or otherwise in breach of the terms of this agreement). You must indemnify us for any loss, damage or liability incurred as a result of any lack of insurance together with the Claims Processing Fee.

4.5 **Not to avoid insurance**

- (a) You must not do, or allow to be done, anything which may make void or voidable the Insurance Policy.
- (b) You must punctually pay all premiums for the Insurance Policy.

4.6 **Use of the Vehicle**

You must ensure that the Vehicle is used properly and safely and without risk to health and in accordance with the provisions of clause 4.7 below.

4.7 Restrictions on use of the Vehicle

You must not use or allow the Vehicle to be used

- (a) for hire or reward, or
- (b) for rehire;
- (c) to carry more passengers than is recommended by the Vehicle's manufacturer;
- (d) to carry flammable and/or dangerous merchandise; toxic, harmful and/or radioactive products or those that infringe applicable local laws and regulations, or to transport merchandise with a weight, quantity and/or volume in excess of what is recommended by the Vehicle's manufacturer;
- (e) for racing, pacemaking, off-roading, reliability trials, speed testing or to take part in any other sporting competitions wherever they are located, official or not;
- (f) to transport live animals (with the exception of Assistance Dogs, subject to our prior written consent);
- (g) to push or tow another vehicle or trailer (except where the Vehicle is already fitted with a tow-hook when the maximum load will be 1,000 kilo);
- (h) to intentionally commit an offence.

4.8 Driver's qualifications

The Vehicle may be driven only by a person qualified to do so and holding all necessary current licences and permits for the Vehicle and him/herself, such licence for the driver to be a full and not a provisional driving licence.

4.9 Use within Mainland UK

- (a) You must not without our prior written consent take the Vehicle or allow it to be taken outside Mainland UK.
- (b) If it is not possible to arrange appropriate insurance cover in the country of destination then we reserve the right to refuse to allow the Vehicle to be used in that country.
- (c) If we provide our written consent to you taking the Vehicle outside of the UK, you must arrange Green Card insurance with your insurer. You must comply with any insurance in force for the Vehicle, passengers, contents, rental and third parties. If any additional document is to be supplied by us to comply with any regulations or codes of practice (for example form VE103B) we reserve the right to make an additional charge for it which you agree to pay.
- (d) You must ensure that the Vehicle complies with all local legislation and that you are satisfied of all and any relevant local driving laws for countries outside of Mainland UK.

4.10 **Repair**

You must keep the Vehicle in good repair and condition except for Fair Wear and Tear. Our Guide to Fair Wear and Tear & Return Conditions is attached to this agreement at Appendix 1 and is based on the BVRLA Fair Wear and Tear standards for daily rental.

4.11 **Servicing and maintenance**

- (a) We will ensure all servicing, warranty repairs and replacements are carried out, as and when recommended by the manufacturer, at service stations approved by us. You must make the Vehicle available for such servicing, warranty repairs or replacements.
- (b) If any servicing, warranty repairs and replacements are required (in our reasonable opinion) as a result of mis-use or negligence which has taken place during the Rental Period or if you have failed to make the Vehicle available for such servicing, warranty repairs or replacements when reasonably requested to do so which causes damage or detriment to the Vehicle then, you will be responsible for the cost of such works.
 - (i) We will tell you the cost of the works within 28 days of them being completed.
 - (ii) You must pay such cost within 7 days of being notified by Europcar.

4.12 **Permit inspection**

You must, at least every three months, and allow us (by our servants or agents) to inspect the Vehicle and its mileage recorder, and, for such purpose, to let us have access to any premises where the Vehicle may be. If you fail to do so, you must pay us the Administration Charge within 7 days of such failure.

4.13 **Loss of keys**

If the Vehicle's keys are lost or are not returned to us when you give the Vehicle back to us, you must pay (on demand and without deduction or set-off) the Lost Keys Fee for each set of keys lost or not returned.

4.14 **Return of Vehicle**

You must return the Vehicle to us in a condition consistent with the performance of your obligations under this agreement at the end or sooner termination of Rental Period. Our Guide to Fair Wear and Tear & Return Conditions is attached to this agreement at Appendix 1 and is based on the BVRLA Fair Wear and Tear standards for daily rental.

4.15 **Not to deface paintwork**

You must not (unless you have our prior written consent) deface or allow to be defaced the paintwork, body and coachwork of the Vehicle.

4.16 **Not to alter Vehicle**

You must not carry out any alteration or modification to the Vehicle without our prior written consent.

4.17 **Required Modifications to the Vehicle**

- (a) If the Vehicle becomes liable under any statutory enactment to be altered or modified, we will make the required alterations or modifications at your expense. We will tell you the cost of such

works within 28 days of them being completed. You must pay such cost within 7 days of being notified by us.

4.18 **Notify loss or damage**

You must immediately tell us of any material loss or damage to the Vehicle.

4.19 **Fines, charges, etc**

- (a) You are responsible for and will pay for and indemnify us against (as an obligation surviving termination of this agreement) all charges arising during the Rental Period from:
- (i) any congestion or parking charges (or failure to pay them);
 - (ii) a breach of any parking restrictions or a road traffic offence or any other offence or infringement involving the Vehicle such as (but not limited to) lane infringement, tunnel, turning and bus lane charges including the costs from the Vehicle being clamped, seized or towed away and any other charges/costs (or failure to pay them) levied by a relevant organisation or issuing authority.

You are and will remain primarily liable for such charges and you consent to us notifying such organisations of your personal details to effect a transfer of liability.

- (b) If any such charges, fines or penalties arise and/or remain unpaid by you and are sent to us for payment or if we are required to provide information about you to such authority or third party (whether or not there is any unpaid charge) then, in addition to the amount of the penalty, you must pay us the Administration Charge. You have the right to challenge that Administration Charge **within 14 days of the date of the invoice**. The Administration Charge will only be refunded if you can provide supporting evidence to show that the issuing authority
- (i) has rescinded the fine or penalty; and
 - (ii) confirms that the original charge did not apply in any event
- (c) If we receive a penalty charge notice that is issued for the Vehicle during your Hire Period and which is capable of being paid then we may pay it so that we mitigate the cost of it. **Where we, at our discretion and for whatever reason, choose to pay such charges you will reimburse us the said charge plus our Administration Charge (for each charge we pay or each time we deal with such correspondence)**. If we do pay it then we will take the following actions:
- (i) we will inform you by letter that we have paid the penalty and we will enclose an invoice for the cost of the penalty plus our Administration Charge; and
 - (ii) we will tell you that we intend to take the money for the cost of the penalty and the Administration Charge from your credit/debit card **within 14 days of the date of our letter** unless you write to us with a legitimate reason why the fine or penalty should not have been paid.
 - (iii) If *you do not contact us or you admit the validity of the fine or penalty* then we will take the money from your credit/debit card on the 15th day following the date of the letter
 - (iv) If *you do contact us with a legitimate reason as to why the fine or penalty should not be paid* then we will put this to the issuing authority. If the issuing authority refuses your appeal then we will confirm this to you and then take the money for the cost of the penalty and the Administration Charge from your credit/debit card. If the issuing authority allows the appeal and both rescinds the fine or penalty and confirms to us that

the original charge did not apply in any event then we will not take any money from your credit/debit card

4.20 **Pay taxes**

- (a) You must pay all taxes and impositions for the Vehicle and its letting under this agreement except for:
- (i) those for which we are liable under this agreement; and
 - (ii) taxes on, or assessed by reference to, our profits; and
 - (iii) any VAT which we are able to reclaim from HM Revenue and Customs;

4.21 **Seizure of Vehicle**

If, for whatever reason, a Vehicle is seized by Customs and Excise or Immigration Authorities or any relevant authority or contracting party or landlord then, in addition to continuing charges for the Rental Payment during the period of seizure, you must pay (or indemnify us for any payment we make for) any civil penalty, the cost of recovery and/or repatriation of the Vehicle, any associated third party costs (if any) and/or the cost to repair any damage suffered by the Vehicle as a result of or arising out of the seizure.

4.22 **Indemnity**

Subject to clause 9 you must indemnify us (as an obligation surviving termination of this agreement) against any claims for loss, injury or damage sustained by us and pay (on demand and without deduction or set-off) the Claims Processing Fee.

4.23 **Not mortgage etc**

You must not mortgage, charge, pledge, assign, underlet or lend the Vehicle nor mortgage, charge or assign your interest under this agreement

4.24 **Insolvency**

You must not:

- (a) allow the levy against you of any distress or execution,
- (b) present, or allow to be presented, any application for an interim order or petition for a bankruptcy order within the meaning of the Insolvency Act 1986;
- (c) enter into or attempt to enter into a composition with your creditors, nor call, or suffer to be called, a meeting whether formal or informal of your creditors or any of them

4.25 **Variations**

- (a) If during the Rental Period there is any change in the rate of tax (including VAT), the basis of taxation or writing-down allowances from those prevailing on the date of this agreement or any change in our costs, we may increase the Fees & Charges and the Rental Payment, to reflect such changes but will give you not less than 28 days' prior written notice of the proposed variation.
- (b) If we propose a variation to the Fees & Charges and the Rental Payment in accordance with clause 4.25(a) of these terms, you have a right to end this agreement (but this does not affect any

rights or liabilities which have arisen before the agreement ends) in accordance with clause 6 of these terms.

5 OTHER TERMS

5.1 Mileage

- (a) You acknowledge that the mileage is recorded from the time the Vehicle begins its delivery journey to you until it is returned to us and the keys handed over at the end of the Rental Period. For the avoidance of doubt, the delivery distance will be excluded from the [first] Excess Mileage calculation.
- (b) If you exceed the Inclusive Mileage Allowance, you must pay us (on demand and without deduction or set-off) a charge calculated by multiplying the number of miles travelled in excess of the Inclusive Mileage Allowance by the Excess Mileage Charge.
- (c) For the avoidance of doubt:
 - (i) If, for example, the Inclusive Mileage Allowance is 12,000 miles a year and the time which has passed from the date of this agreement and the Vehicle's return is six months, the Inclusive Mileage Allowance will be apportioned on a pro-rata basis so that any mileage over 6,000 miles will be charged by reference to the Excess Mileage Charge
 - (ii) If the Vehicle is returned on a date other than a monthly anniversary of the date of this agreement, the apportionment of the Inclusive Mileage Allowance will assume that the Vehicle was returned on the date that the next Rental Payment fell due.
- (d) You must ensure either:
 - (i) accurate mileage readings are made available to us (or our agents or contractors); or
 - (ii) you allow us (or our agents or contractors) to inspect the Vehicle to take a reading of the Vehicle's mileage,on request or at least on each monthly anniversary of the date you take delivery of Vehicle.

5.2 Fuel

- (a) The Vehicle is supplied with a tank of fuel and must be returned with tank at the same level of fuel.
- (b) If the Vehicle is not returned with a full tank of fuel at the end of this agreement, you must pay to us (on demand and without deduction or set-off) the Fuel Surcharge to compensate us for our loss as a result of your breach of this obligation.

5.3 Breakdown

- (a) We undertake to provide the Vehicle in good working order and which will function satisfactorily throughout the Rental Period. If the Vehicle breaks down in the UK during the Rental Period, you must immediately contact our representative, **First Call Assist**, on 0800 0280 999.

- (b) If you call **First Call Assist** in accordance with clause 5.3(a), and so long as the Vehicle's break down in the UK is not as a result of your error, abuse, negligence or wilful default, then we will, as soon as reasonably practicable after being informed of the breakdown, arrange:
 - (i) to repair the Vehicle so that it is rendered functional and safe to use for the remainder of the Rental Period; or
 - (ii) for the Vehicle to be recovered to the nearest Branch if it cannot be repaired and for a replacement vehicle of an equivalent standard and size to the Vehicle to be provided for the remainder of the Rental Period but, for the avoidance of doubt, the replacement vehicle may not have the same specification or livery as the Vehicle.
- (c) If you do not call **First Call Assist** in accordance with clause 5.3(a) or if the fault to the Vehicle is attributable to your error, abuse, negligence or wilful default then you will be liable for the cost of cleaning, repair and/or replacement of parts (whichever shall apply) and the cost of recovery of the Vehicle together with the Claims Processing Fee. Such driver error or negligence will include (but is not restricted to) incidents such as refueling with incorrect fuel, out of fuel, smoking in the Vehicle, keys locked in the Vehicle and damage to tyres and windscreen.
- (d) If the Vehicle develops a fault during the Rental Period then you must immediately inform us and must not use the Vehicle whilst it is unroadworthy.

5.4 **Your Own Property**

- (a) You acknowledge that any property (including parcels and packages) placed within the Vehicle is there at the owner's risk and that we have no responsibility for such property. You must ensure that there is no personal property in the Vehicle when it is returned to us.
- (b) We will dispose of any unclaimed property two months after the date of the Vehicle's return to us.

5.5 **Method of Payment**

- (a) You must pay the Deposit before the agreement is signed via [credit/debit card] payment
- (b) You must pay all Rental Payment sums due to us under this agreement according to the dates set out in the Schedule of Monthly Rental Payments that forms part of this agreement and by direct debit.
- (c) We will seek further authorisation for sums as they fall due. If authorisation is not obtained, we will deduct the amount owing from the Deposit.

5.6 If the amount owing exceeds the Deposit, we will deduct the Deposit and seek further authorisation for the Deposit (together with the balance outstanding at the time). If authorisation is not forthcoming, we reserve the right to demand payment from you and/or take steps to terminate this agreement.

5.7 **Deposit**

- (a) Before entering into this agreement, you have paid the Deposit to us. If you do not enter into this agreement, the Deposit will be returned to you in full. You do not enter into any contractual relationship with us until both you and Europcar have signed this agreement.

- (b) Once we (meaning you and us) have entered into the agreement we will hold the Deposit for the Rental Period.
 - (i) If, at the end of the Rental Period, any sums are due to us under this agreement (other than Rental Payments), those sums will be deducted from the Deposit.
 - (ii) If there is a balance remaining after deducting those sums, the balance will be repaid to you within 28 days.
 - (iii) If, at the end of the Rental Period, any sums are due to us under this agreement and the Deposit is less than those sums then the Deposit will be applied in partial settlement of the sums due to us. You will then be liable for the balance due to us under this agreement.
- (c) We will not use the Deposit to settle any outstanding sums due to us until after this agreement has ended or been terminated.
- (d) The Deposit cannot be used to offset any Rental Payments.

6 YOUR RIGHT TO END THIS AGREEMENT UPON CHANGES TO FEES & CHARGES

- 6.1 If we propose to increase the cost of the Fees & Charges in accordance with clause 4.25(a) of these terms, you have a right to end this agreement (but this does not affect any rights or liabilities which have arisen before the agreement ends) by sending written notice to us within 7 days of receiving notification of the proposed variation to the Fees & Charges.
- 6.2 If you provide written notice in accordance with 6.1 of these terms, the agreement will end 21 days after receipt of your letter. Upon the agreement ending, you will be liable to us in accordance with clause 8 of these terms.
- 6.3 For the avoidance of doubt, if you provide written notice in accordance with 6.1 of these terms the proposed variation to the Fees & Charges will not happen.

7 YOUR RIGHT AND OUR RIGHT TO END THIS AGREEMENT

- 7.1 You have a right to end this agreement by giving us not less than one months' written notice.
- 7.2 We have a right to end this agreement by giving you not less than 14 days' written notice.

8 TERMINATION

- 8.1 We may terminate this agreement, without prejudice to any other right or remedy which may be available to us and subject to service (if necessary) of a notice under the Consumer Credit Act 1974 (the "**CCA 1974**"), and recover possession of the Vehicle if:
 - (a) you default in any of your payment obligations under this agreement and such a default occurs for more than 5 days;
 - (b) you fail to provide a copy of the replacement policy for the Insurance Policy in accordance with clause 4.16(d);
 - (c) you commit a breach of this agreement which is irremediable, or which breach (if remediable) is not remedied within the service of written notice from us requiring you to do so;

- (d) any of the insolvency events set out in clause 4.24 occur;
 - (e) you start negotiations with all or any class of your creditors with a view to rescheduling your debts, or make any proposal for or enters into any compromise or arrangement with, your creditors; or
 - (f) you voluntarily surrender the Vehicle to us before expiry of the Rental Period.
- 8.2 This agreement will terminate (subject to service (if necessary) of a notice under the CCA 1974) if a total loss occurs in relation to the Vehicle.
- 8.3 Upon termination of this agreement (however caused):
- (a) Our consent to your possession of the Vehicle immediately ends;
 - (b) You must deliver up and/or return the Vehicle to us;
 - (c) We may (by our authorised representative) without notice and at your expense retake possession of the Vehicle;
 - (d) Without prejudice to any of our rights or remedies, you must immediately pay (without deduction or set-off) us any sums due under this agreement including:
 - (i) any Rental Payment and other sums due under this agreement but unpaid (whether demanded or not) together with interest under clause 4.2 and costs under clause 4.3;
 - (ii) any charge payable under clause 5.1 if you exceed the Inclusive Mileage Allowance (apportioned, where appropriate);
 - (iii) any fine or charge other sum payable by you to us under clauses 4 or 5;
 - (iv) any costs and expenses incurred by us in accordance with clause 4.3.

9 LIABILITY

- 9.1 Each party accepts liability for:
- (a) without limit, death or personal injury caused by its negligence or the negligence of its employees, subcontractors or agents;
 - (b) fraud or fraudulent misrepresentation or wilful default or any matter in respect of which it would be unlawful for the party to exclude or restrict liability;
 - (c) other direct and proven loss or damage to property caused by its negligence or, in Europcar's case, the negligence of its employees, subcontractors or agents in which case liability is limited:
 - (i) in aggregate and for each year to a maximum value of this agreement in the 12 months immediately preceding the relevant claim; and
 - (ii) for each individual claim or series of related claims to the value of this agreement in the 12 months immediately preceding the relevant claim.
- 9.2 Subject to clauses 9.1(a) and 9.1(b) of these terms and conditions, no party will be liable to the other whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of

profit, business or production (whether direct or indirect), or any indirect or consequential loss arising under or in connection with this agreement.

9.3 Except for the liability set out in clause 9.1 of these terms and conditions, we have no further liability to you howsoever arising out of this agreement.

10 GENERAL

10.1 Data Protection

(a) For the purposes of this clause 10.1 only, the following terms will have the following meanings:

(i) all terms defined under article 4 of the General Data Protection Regulation ((EU) 2016/679) (**'GDPR'**) (including without limitation "Personal Data", "Data Controller") shall have the meaning given to them in that article;

(ii) **'Data Protection Legislation'** shall mean:

(A) GDPR;

(B) any national implementing laws, regulations and secondary legislation for so long as the GDPR is effective in the UK;

(C) the Data Protection Act 2018; and

(D) any successor legislation to either the Data Protection Act 2018 or GDPR;

(iii) all other terms shall have the meaning given to them in the agreement.

(b) We are acting as your Data Controller (as defined by the Data Protection Legislation). We agree that we shall:

(i) at all times comply with our obligations under the Data Protection Legislation to the extent that the Data Protection Legislation applies to the performance of our obligations or exercise of our rights under this agreement;

(ii) implement:

(A) appropriate technical and organisational measures against the accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of your Personal Data (these measures shall include, without limitation, the deployment of appropriate encryption solutions to protect personal data); and

(B) adequate security programmes and procedures to ensure that unauthorised persons do not have access to your Personal Data or to any equipment that is used to process your Personal Data;

(iii) ensure that the technical and organisational measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing and accidental loss or

destruction of, or damage to, your Personal Data having regard to the nature of the Personal Data which we are protecting;

- (iv) ensure that any of our employees or agents who have access to or are involved in the processing of Personal Data have undergone adequate training in the care, protection and handling of Personal Data;
 - (v) notify you of any unauthorised or unlawful processing or any accidental loss, destruction, damage, alteration or disclosure of your Personal Data (each a “security incident”) as soon as we become aware of such security incident and shall promptly investigate the security incident, provide you with appropriate information about the security incident and take reasonable measures to mitigate any damage resulting from the security incident.
 - (vi) provide such information as you may reasonably request under Data Protection Legislation (as is your right as an individual) including subject access rights.
- (c) We may disclose the Personal Data supplied by you to:
- (i) our service providers, agents and authorities for the purposes set out in clause 10.1(b); and
 - (ii) credit reference agencies, local councils or parking authorities, DVLA, HM Revenue & Customs, the police, the British Vehicle Rental & Leasing Association and any other relevant organisation who, in our reasonable opinion, may have a legitimate requirement for the information.

10.2 Force Majeure

- (a) Neither party will be liable to the other for delays, costs, losses, or expenses of any nature or matter if caused by circumstances beyond the affecting party’s reasonable control including but not limited to fire, flood, tempest, storm, war, explosion, strike, labour dispute, vehicle supply shortages or action of any government or governmental agency (a “**Force Majeure Event**”).
- (b) If either party is affected by such Force Majeure Event it must promptly notify the affected party of the nature and extent of the circumstances and will make reasonable endeavours to mitigate the effects of such Force Majeure Event on the performance of its obligations under this agreement.

10.3 Assignment

- (a) You must not assign or transfer the whole or any part of this agreement without our prior written consent.
- (b) We may transfer our rights under this agreement at any time. If we do so, you will not be disadvantaged by such transfer.

10.4 Protection of the Vehicle

To protect the Vehicle and to prevent and detect crime we may use electronic devices in the Vehicle to enable us to track the Vehicle’s movements and/or record and/or track information relating to the Vehicle’s use. This information may be used both during and after expiry of the Rental Period

10.5 **Entire Agreement**

This agreement together with its Schedules and Appendices constitutes the entire agreement between the parties and supercedes any earlier discussions, proposals, understandings or representations.

10.6 **Notices**

- (a) Any notice you wish to serve on us must be sent by prepaid recorded delivery to our registered office and marked for the attention of the Director of Legal Services.
- (b) Any notice we wish to serve on you will be sent by first class post to your address stated in this agreement (unless you tell us of a change to your address in accordance with clause 10.6(d)).
- (c) Any notice (except for any statutory notice required by the CCA 1974) shall be deemed to have been received within 2 Working Days of posting or (if sent by email) 1 Working Day of transmission.
- (d) If any party changes its address or contact details it must tell the other party within 7 days of such a change by giving notice in accordance with this clause 10.6.

10.7 **Third Party Rights**

Nothing in this agreement is expressly or impliedly intended to confer on any third party any right to enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.

10.8 **No Waiver of Rights**

- (a) No failure on the part of any party to exercise and no delay on its part in exercising any right or remedy under this agreement will operate as a waiver of such right or remedy nor will any single or partial exercise of any right or remedy preclude any other or further exercise of it or the exercise of any other right or remedy.
- (b) The rights and remedies provided in this agreement are cumulative and not exclusive of any rights or remedies provided by law.

10.9 **Law and Jurisdiction**

This agreement is subject to English Law and the parties submit to the exclusive jurisdiction of the English Courts.

Direct debit payments will be called from your bank account on either the 10th, 20th or last Working Day of each month; whichever is the closest day of the month to Payment Date shown below:

Payment Date	Payment Amount (£)

1. INSPECTION ON RETURN OF VEHICLE

The purpose of the inspection is to ensure that the Vehicle meets the required return standards as specified in this Appendix 1. The Vehicle must be presented in a clean condition both inside and outside and with the same level of fuel in it as when it was delivered.

2. ACCIDENT DAMAGE NOTIFICATION

All accident damage to the Vehicles must be repaired by a repairer approved by us.

3. MINIMUM RETURN STANDARDS

The following standards assume that the Vehicle is complete, structurally sound, all mechanical and electrical components are in working order and that it complies with all current construction and use legislation.

3.1 Body & Paint

3.1.1 Acceptable

- 3.1.1.1 Minor body dents, typically those caused by door-to-door contact, provided that:-
 - 3.1.1.1.1 Less than 25mm (1") in diameter - maximum 1 dent per panel to a maximum of 3 per Vehicle.
 - 3.1.1.1.2 Access to Cold Dent Repair / Smart Repair
 - 3.1.1.1.3 Not caused paint to crack or flake
- 3.1.1.2 Light surface scratches not through the top coat which will be removed by polishing/touch up.
- 3.1.1.3 Stone chips up to 2mm, if not rusty, to a maximum of 5 per panel.
- 3.1.1.4 Touch in repairs to a standard that matches the existing colour of the Vehicle.
- 3.1.1.5 Previous repairs to an acceptable standard.

3.1.2 Not Acceptable

- 3.1.2.1 Paint and body work carried out by a repairer that we have not approved.
- 3.1.2.2 Dents on swage lines, folded edges and insufficient access to cold dent repair.
- 3.1.2.3 Previous body repairs and paint rectification will be rejected if evidence of poor colour match, ripples, preparation marks, visible overspray, masking lines or excessive dirt in paint, dents on panels 25mm (1inch), or greater in diameter.
- 3.1.2.4 All paint chips greater than 2mm. All paint chips over 5 per panel.
- 3.1.2.5 Industrial/chemical fall out or other forms of contamination such as bird lime.
- 3.1.2.6 Scratches that penetrate the top coat, and will not easily polish out.
- 3.1.2.7 Body panel misalignment.
- 3.1.2.8 Underbody damage affecting the structural integrity of Vehicle or warranty.
- 3.1.2.9 Damaged aerials.

3.2 Bumpers & Body Mouldings

3.2.1 Acceptable

- 3.2.1.1 Scuff marks up to 75mm (3 inches) which do not break the paint or adversely affect the overall appearance of the Vehicle.

3.2.2 Not Acceptable

- 3.2.2.1 Discoloured, loose, cracked, distorted, gouged or split bumpers and mouldings that require replacement, plastic welding or painting.
- 3.2.2.2 Dented bumpers and/or any dents penetrating through to the base material - where painted.
- 3.2.2.3 Repairs not conforming to original finish and specification.

3.3 Tyres & Wheels

3.3.1 Acceptable

- 3.3.1.1 Vehicle must have matching tyres of the same brand, size, type and wheels on each axle (on both axles for four wheel drive Vehicles). Replacement tyres must be of the same quality as the originals and of a known reputable brand.
- 3.3.1.2 Scuffed sidewalls which can be cleaned. Minor kerb damage that does not affect the tyre seating up to 25mm.
- 3.3.1.3 Light scuffs to wheel trims.
- 3.3.1.4 Alloy wheels - minor damage which could be repaired without removing the wheel.
- 3.3.1.5 All Vehicles must be returned complete with spare wheel, which must be of matching type and quality as the others or, space saver spare wheel if provided with Vehicle.

3.3.2 Not Acceptable

- 3.3.2.1 Tyres showing uneven wear indicating steering damage, i.e. tyre tread feathering.
- 3.3.2.2 Remoulds and other sub-standard tyres.
- 3.3.2.3 Any gouge or crack, cut, torn, plugged tyre side wall.
- 3.3.2.4 Less than 3mm tread depth remaining across the centre 75% of the tyre width on all tyres including the spare.
- 3.3.2.5 Cracked or distorted wheel trims.
- 3.3.2.6 Damage to alloy wheels causing rim distortion or gouging.

3.4 Glass

3.4.1 Acceptable

- 3.4.1.1 A maximum of 3 chips per windscreen, of less than 5mm providing they do not obscure the Driver's line of vision.
- 3.4.1.2 Windscreen 'smart' repairs must comply with current M.O.T. legislation.
- 3.4.1.3 Lenses with minor chips which do not detract from the overall appearance of the Vehicle or affect the efficiency of the lamp.

3.4.2 Not Acceptable

- 3.4.2.1 Scratches and cracks in glass or stone chips with signs of cracking.
- 3.4.2.2 Chips greater than 5mm.
- 3.4.2.3 Incompatible window etchings.
- 3.4.2.4 Lenses with chips and cracks.

3.5 The Vehicle Interior

The interior must be in good standard condition, commensurate with the age and mileage of the Vehicle.

3.5.1 Acceptable

- 3.5.1.1 Normal wear and tear to carpets, trim, upholstery etc.
- 3.5.1.2 Seat cover/trim repairs to a high standard.
- 3.5.1.3 High quality texture repairs or colour matching plugs resulting from the removal of telephone/accessory equipment.

3.5.2 Not Acceptable

- 3.5.2.1 Burns to trim, seat covers, headlining and floor coverings.
- 3.5.2.2 Stains or discoloration of a permanent nature. All other stains must be removed.
- 3.5.2.3 Tears, cuts, rips and holes through seat covers, headlining and floor coverings.
- 3.5.2.4 All broken or damaged interior mouldings, panels and components.
- 3.5.2.5 Holes resulting from the removal of telephone/accessory equipment.
- 3.5.2.6 Cigarette smoke or excessive pet odour.

3.5.2.7 Spare keys, transmitters and codes, alarm system, locking wheel nuts, handbook, service books must be complete and left in the Vehicle. If such items are missing at de-fleet then the Customer will be charged for their replacement cost.

3.6 **In-Car Audio Equipment and Satellite Navigation Units**

The Vehicle must be returned with

3.6.1 *in-car audio equipment.* Should it be necessary to replace a unit through breakage or theft then it should be of the same quality and specification as the original.

3.6.2 *In-car satellite navigation units and associated SIM cards.* Should it be necessary to replace a unit through breakage or theft and/or any SIM cards through loss, damage or theft then it should be of the same quality and specification as the original equipment supplied with the Vehicle (if any) at the start of the Rental Period.

3.7 **Spurious Parts & Substituted Items**

Wherever replacement parts have been necessary, genuine parts must have been used.

3.8 **Service Details**

All Vehicles must be serviced in accordance with manufacturer's instructions at an approved centre.

3.9 **Vehicle Options & Accessories**

All Vehicle options and accessories supplied with the Vehicle must be on board and working correctly. If such items are missing or not working at the time you return the Vehicle to us then you will be charged for their replacement cost.