CAR RENTAL TERMS AND CONDITIONS (B2C)

BACKGROUND:

These Terms and Conditions are the standard terms which apply:

- A. To the rental of all <<Insert Types E.g. Passenger Cars>> from <<Insert Business Name>> [, trading as <<Insert Trading Name If Different From Company Name>>,] a <<Insert Business Type, E.G. Sole Trader, Partnership, LLP, Private Limited Company Etc.>> [registered in England under number <<Insert Registration Number>>] [,whose registered address is <<Insert Registered Address>> and] whose main trading address is <<Insert Address>> ("the Company")
- B. Where the Customer renting the Vehicle is a "Consumer" as defined in Clause 1 of these Terms and Conditions.

1. **Definitions and Interpretation**

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
- "Business" means any business, trade, craft, or profession carried on by the Customer or any other person/organisation;
- "CD Offence" means a careless driving motoring offence;
- "Class" means the category into which the Vehicle falls as determined by the Company and set out in Clause 3 of these Terms and Conditions;
- "Consumer" means a "Consumer" as defined by the Consumer Rights Act 2015, that is to say an individual who rents a Vehicle for his/her personal use and for purposes wholly or mainly outside the purposes of any Business;
- "Customer" means the individual who is the customer renting the Vehicle subject to these Terms and Conditions;
- "DD Offence" means a reckless or dangerous driving motoring offence;
- "DR Offence" means a drink or drug driving motoring offence;
- "Recovery Service" means the Company's chosen recovery service, <<Insert Name>>;
- "Rental" means the rental of the Vehicle by the Customer subject to these Terms and Conditions;
- "Rental Agreement" means the agreement entered into by the Customer and the Company incorporating these Terms and Conditions which shall govern the Rental of the Vehicle;
- "Rental Fees" means the VAT inclusive sum payable by the Customer for the Rental as determined under Clause 6 of these Terms and Conditions;
- "UT Offence" means a theft or unauthorised taking motoring offence; and

"Vehicle"

mean in Cla durati

- 1.2 Unless the context otherw Conditions to:
 - 1.2.1 "writing", and any communication effores similar means;
 - 1.2.2 a statute or a prov provision as amend
 - 1.2.3 "these Terms and Conditions and eac the relevant time;
 - 1.2.4 a Clause or paragra Conditions (other the Schedule; and
 - 1.2.5 a "Party" or the " Conditions.
- The headings used in the and shall have no effect Conditions.
- 1.4 Words imparting the singul
- 1.5 References to any gender

2. Information About The Company

- 2.1 <<Insert Business Name> From Company Name>>, Partnership, LLP, Private under number <<Insert Re <<Insert Registered Addre Address>>.
- 2.2 [VAT number << Insert VAT
- 2.3 [The Company is regulated
- 2.4 [The Company is a membe
- 2.5 [<<Insert Further Information

3. Vehicle Classes

Subject to the provisions of Claus Vehicle:

Class

<<E.G. Class A>> <<E.G. Class B>>

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one of the Classes set out er is renting for the ent.

ence in these Terms and

udes a reference to any facsimile transmission or

eference to that statute or elevant time;

nce to these Terms and nended or supplemented at

Clause of these Terms and paragraph of the relevant

rties to these Terms and

s are for convenience only on of these Terms and

he plural and vice versa. nder.

Trading Name If Different Type, E.G. Sole Trader, [registered in England hose registered address is rading address is <<Insert

legulator(s)>>.] issociation(s) Etc>>.]

s the following Classes of

ct (E.G. Toyota Aygo)>> nini (E.G. Vauxhall

<<E.G. Class D>>

<<E.G. Class E>>

<<E.G. Class F>>

<<E.G. Class G>>

<<E.G. Class H>>

<<E.G. Class I>>

<<E.G. Class J>>

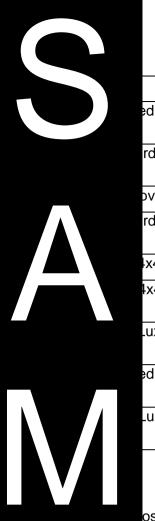
<<E.G. Class K>>

4. Driver Eligibility Requirements

- 4.1 The Customer must be the licence which has been he commencement date of the photocard licence and the the Vehicle will be release accepted.
- 4.2 The Customer must be at years of age to rent a Ve <<E.g. 25>> may only Ren
- 4.3 [For all Customers betwee young driver surcharge of
- 4.4 Customers with more than will not be permitted to recompany.
- 4.5 Customers who have bee months or more as a res permitted to rent a Vehicle period of <<E.g. 5 Years>>
- 4.6 The Customer must pres driving licence) when colle Customer's home address passports, bank statement

5. Rental Term

5.1 The Vehicle will be made





osed to provisional) driving eriod E.G. 1 Year>> at the JK driving licences both the e must be produced before bies of licences will not be

ot more than <<E.g. 75>>] . Drivers under the age of s A-C>>.

years of age an additional AT Per Day>> applies.]

nts on their driving licence <E.g. Class B>>] from the

or a period of <<E.g. 12>> or UT Offence will not be >] from the Company for a of their licence.

cation (in addition to their ast one should include the ude, but are not limited to,

the Customer at the time,



date and location shown in

- 5.2 The agreed Rental term Customer must return the V Rental Agreement (which r of the Rental term.
- 5.3 If the Customer is late in returned the Company shall charge normal daily rate for the surcharges or excesses. I provisions of this sub-Clau is returned.
- 5.4 If the Customer wishes to prior to the end of the Ren to arrange such an extens Days>> subject always to customers. The Company requests for extensions bu the Customer beyond the e
- 5.5 The Company reserves the In the event that the Co reimbursed for any and all will be issued immediately the closest Class thereto a a lower Class [no] **OR** [a] Vehicles in higher Classes in Clause 3. If the Vehicle Description Of Action To B costs associated with such
- 5.6 The Company is required satisfactory quality, fit for samples, models and c Company. If the Customer the Vehicle during the Ren as soon as is reasonabl Company will use all replacement or, if a repa inconvenience, the Compa Company is unable to repl the Customer would prefe before or after a repair or still damaged or faulty), the the remaining, unused p Customer will be made as within 14 calendar days o Customer is entitled to a payment method original specifically requests a c Customer's legal rights and the Customer contacts Standards Office.



Rental Agreement. The at the location shown in the lection location) at the end

hore than <<E.g. 1 Hour>> Iditional day's rental at the ditional relevant charges, extended by one day. The apply daily until the Vehicle

hey may do so at any time must contact the Company made for up to <<E.g. 30 eservations made by other ole endeavours to satisfy vailability of the Vehicle to ntal term.

le immediately at any time. ght the Customer will be aining in the Rental term or cle of the same Class or of e replacement Vehicle is of Availability of replacement gibility requirements set out mpany on request <<Insert er shall be charged for any

hers with goods that are of rdance with descriptions, mation provided by the (pre-existing) or fault with hould inform the Company refer to Clause 8. The to provide a suitable ausing the Customer any (or have it repaired). If the e (or have it repaired), or if or faulty Vehicle, whether ced or repaired Vehicle is Customer a refund equal to . Any refund due to the possible, and in any event Company agrees that the be made using the same her unless the Customer more information on the er, it is recommended that lvice Bureau or Trading

6. Fees and Payment

- 6.1 The Rental Fees will be d term, the Class of the Ve items which may be include
- 6.2 Payment may be made b £<<Insert Amount>> will b refunded to the Customer have been incurred during and 9.3. If such costs are deposit.
- 6.3 The Customer's card detai with the deposit set out in s end of the Rental term the Customer opts to provide a
- 6.4 If full payment cannot be n fault of the Company or charged interest at the rate <<Insert Bank>> on the o including the actual date of

7. Vehicle Usage

- 7.1 The Customer may only us intended. In the case of a c the maximum number perr Customer at the start of th passenger compartment ar
- 7.2 The Customer may not fit carrier other than those ap
- 7.3 Towing is permitted only w Company will inform the Vehicle [and provide instru of collection.
- 7.4 The Vehicle must not, under of inflammable, toxic, corro goods or substances.
- 7.5 Subject to the prior appro transport domestic pets in not permitted (save for the under sub-Clause 7.3).
- 7.6 Use of the Vehicle on anythe "normal public roads" inclus permitted. This prohibition in the prohibition is prohibited in the prohibition is prohibition.
 - 7.6.1 Off-road driving (thi which is capable of
 - 7.6.2 Participating in racir
 - 7.6.3 Speed testing or tim
- 7.7 Further restrictions apply to

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to the length of the Rental harges and any additional

card. A security deposit of e Rental term which will be al term provided no costs sub-Clauses 7.9, [8.2], 8.8 leducted from the security

It of the Rental term along e Vehicle is returned at the ged to that card unless the ment.

any reason other than the hs the Customer shall be >% above the base rate of h the due date up to and

mal purpose for which it is rrying of passengers (up to Vehicle as indicated to the ociated luggage within the s of the car.

any other form of external he Company.

en fitted with a towbar. The um towing weight for the e of the towbar] at the time

used for the transportation ardous or other dangerous

ustomers are permitted to prtation of other animals is being towed as permitted

Iblic roads (the definition of ways, car parks etc.) is not d to:

e Vehicle is a 4x4 or SUV

of any kind; and

the Vehicle. The Customer

5

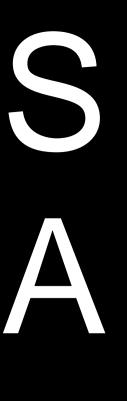
may not:

- 7.7.1 Use the Vehicle fo limits and other breat
- Use the Vehicle whi 7.7.2
- 7.7.3 Use the Vehicle for
- 7.7.4 Allow any other per
- 7.7.5 Use the Vehicle for
- 7.7.6 Use the Vehicle who
- 7.7.7 Sub-rent the Vehicle
- 7.8 Unless otherwise agreed a the Vehicle within <<E.g. th
- 7.9 The Vehicle will be supplie diesel, as appropriate, Di ensure that they use the Company with a full tank being charged for the req Amount>>].
- 7.10 In the event that the Cust neither drive it nor attempt Company and the Compa necessary action. The Cu expenses incurred by the C
- 7.11 The Customer must always systems when leaving it which it will be so left.

Vehicle Care and Maintenance 8.

- 8.1 The Vehicle will be supplie fully valeted and subjecte topping up all necessary flu
- The Customer shall ensur 8.2 similarly road-worthy cond the Vehicle under normal Vehicle which occur durin Customer] OR [will incur the Customer is required necessary, refill the screer screen wash.
- 8.3 If the tyres on the Vehicle any reason other than nor their own expense, that / th dimensions. The Custon replacements.
- 8.4 The Rental is inclusive of Company's Recovery Ser details for the Recovery









ncluding exceeding speed de):

alcohol or drugs;

g learner drivers:

rs for financial gain; se of any Business; or

Customer may only drive eland>>.

full tank of either petrol or Rental the Customer shall e must be returned to the will result in the Customer nd an excess of £<<Insert

I in the Vehicle they must Customer must contact the covery Service to take the d at the full rate for any

tivate any installed security of the length of time for

rthy condition having been inspection which includes n all tyres.

rned to the Company in a er is not required to clean lages or stains inside the I [must be cleaned by the o replacement of fluids by r may (but not must), if itable pre-mixed or diluted

the term of the Rental for Customer must replace, at he same [brand,] type and Company of any such

shall be provided by the be provided with contact of collection. Under no

circumstances should the

- 8.5 If any mechanical failure of must immediately cease whereupon the Company necessary action. The Cor required provided the dan Customer and provided su repairer.
- 8.6 The Customer should not includes, but is not limited i
- 8.7 In the event of failure un option of repairing the Vel the Customer. Please also
- 8.8 The Company shall ensure 9. If any damage occurs to made such as <<Insert responsible.

9. Insurance

- 9.1 Standard insurance cover includes the following provi
 - 9.1.1 Death or personal ir
 - 9.1.2 Damage to the Amount>>); and
 - 9.1.3 Theft of the Vehicle attempted theft.
- 9.2 A loss and collision dama payment of an additional fe such waiver additional insu to the Vehicle. In the event excess of up to £<<Insert A</p>
- 9.3 Additional cover for person part of the Rental on paym details of such insurance a that insurance.

10. Accidents and Theft

- 10.1 In the event of an accid responsibility. The Custom
 - 10.1.1 Make a detailed n and car registratio accident – indicatin respective vehicles;
 - 10.1.2 Make a detailed not of any witnesses;



ecovery service.

f the Rental the Customer nd contact the Company overy Service to take the ense of any remedial work und to be the fault of the rried out by an authorised

epairs to the Vehicle. This d bodywork repairs.

Company shall have the ement Vehicle available to

insured pursuant to Clause insurance claim cannot be er shall be deemed fully

of the Rental. This cover

rty (limited to £<<Insert

pon the Vehicle during an

as part of the Rental on >. If the Customer opts for ided for loss of or damage the Customer shall pay an

belongings is available as f £<<Insert Amount>>. Full and conditions specific to

st not admit any fault or ng steps:

esses, telephone numbers er parties involved in the ties are the owners of their

es and telephone numbers

- 10.1.3 Contact the police disputes over respo
- 10.1.4 Contact the rental collected and info instructions the Cor
- 10.1.5 Secure the Vehicl necessary.
- 10.2 If the Vehicle is stolen the incident, providing all deta Company by contacting the providing all details of the including, where relevant, the including is the including including is the including including is the including including is the including is t
- 10.3 Unless the Customer pays Company will not provide the Vehicle that is not the p

11. Fines, Penalties, Tolls and other

- 11.1 In the event that a penal which concerns the Vehi immediately inform the Cu fine either to the Company
- 11.2 If the Customer receives possession, full payment o to the relevant authority.
- 11.3 If the Customer takes the including but not limited Customer shall be solely re

12. How We Use Your Personal Inf

- 12.1 All personal information processed, and held in a 2016/679 General Data Pi rights under the GDPR.
- 12.2 For complete details of th retention of personal data i personal data is used, th Customer's rights and ho (where applicable), please from <<insert location>>] C

13. Termination

13.1 The Company shall be entithat:

13.1.1 the Customer is in b



suspected injuries or any

om which the Vehicle was ent, following any further

with police assistance if

 inform the police of the omer must then inform the the Vehicle was collected, ation provided by the police per.

t out in sub-Clause 9.3, the thing inside or attached to

r similar penalty is issued Period the Company will the Customer to pay the as the case may be.

le the Vehicle is in their le by the Customer directly

or other chargeable route, stion Charging Zone, the requisite charges.

tion)

y use will be collected, visions of EU Regulation DPR") and the Customer's

processing, storage, and o, the purpose(s) for which for using it, details of the nd personal data sharing Privacy Notice [available <<insert number>>].

ital Agreement in the event

d Conditions;

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- 13.1.2 the Customer has h satisfy debts; or
- 13.1.3 the Customer has a
- 13.2 In the event of termination
 - 13.2.1 all payments requir and immediately pa
 - 13.2.2 the Company shall return of the Vehic Customer for any re

14. The Company's Liability

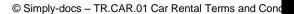
- 14.1 The Company shall be reactive Customer may suffer or Terms and Conditions or damage is foreseeable only breach or negligence or Company when the Renta responsible for any loss or
- 14.2 [In any event, The Compare shall be limited to the val Customer, that is, the total
- 14.3 Nothing in these Terms Company's liability for de (including that of its empl fraudulent misrepresentation
- 14.4 Nothing in these Terms Company's liability with remore information on the Cu it is recommended that the Bureau or Trading Standar

15. Events Outside of the Company

The Company shall not be liable where that failure or delay resul control. Such causes include, bu provider failure, strikes, lock-outs other civil unrest, fire, explosion, terrorism (threatened or actual), a or preparations for war), epidemic beyond the Company's reasonable

16. Communication and Contact De

The Customer may contact the branch[es], by telephone at <- Address>>, or by pre-paid post at





ings confiscated in order to

ainst them.

ons:

eement shall become due

t to request the immediate hicle and may charge the in such repossession.

eable loss or damage that company's breach of these any's negligence. Loss or equence of the Company's y the Customer and the The Company will not be seable.

ese Terms and Conditions een the Company and the the Customer.]

to exclude or limit the caused by its negligence ontractors); or for fraud or

to exclude or limit the rights as a consumer. For remedies as a consumer, heir local Citizens Advice

re)

h performing its obligations is beyond its reasonable ver failure, internet service by third parties, riots and akes, subsidence, acts of eclared, threatened, actual r, or any other event that is

[any of] the Company's email at <<Insert Email >>, <<Insert Address>>.

17. Complaints and Feedback

- 17.1 The Company always weld Company always uses customers' experience is a the opportunity to resolve a
- 17.2 All complaints are handle handling policy and proced
- 17.3 If the Customer wishes to Company, including, but Rental Agreement, or the following ways:
 - 17.3.1 [In writing, addres Department>>, <<Ir
 - 17.3.2 [By email, addres Department>>, <<Ir
 - 17.3.3 [Using the Compa included with the fo
 - 17.3.4 [By contacting the Number>> [and cho

18. Other Important Terms

- 18.1 The Company may transf Terms and Conditions (an third party (this may happe this occurs the Customer rights under these Term Company's obligations und who will remain bound by t
- 18.2 The Customer may not tr these Terms and Condition without the Company's exp
- 18.3 The Rental Agreement is intended to benefit any ot person or party will be en Conditions.
- 18.4 If any of the provisions unlawful, invalid or otherw that / those provision(s) sh Terms and Conditions. The valid and enforceable.
- 18.5 No failure or delay by the Terms and Conditions me the Company of a breach means that it will waive a provision.



customers and, whilst the ours to ensure that its iny nevertheless welcomes

he Company's complaints ert Location(s)>>.

ect of its dealings with the erms and Conditions, the he Company in one of the

And/Or Position And/Or

And/Or Position And/Or

following the instructions

e on <<Insert Telephone
mber>> when prompted.]]

ns and rights under these ement, as applicable) to a npany sells its business). If Company. The Customer's not be affected and the ansferred to the third party

ligations and rights under Agreement, as applicable)

and the Company. It is not / in any way and no such vision of these Terms and

nditions are found to be y court or other authority, om the remainder of these ns and Conditions shall be

ny of its rights under these nat right, and no waiver by se Terms and Conditions of the same or any other

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19. Governing Law and Jurisdiction

- 19.1 These Terms and Condit between you and Us (when and construed in accorda Ireland] [Scotland].
- 19.2 As a consumer, you will b your country of residence. reduces your rights as a co
- 19.3 Any dispute, controversy, to these Terms and Condit and Us (whether contractua the courts of England, Wal your residency.





nent, and the relationship vise) shall be governed by, gland & Wales] [Northern

ry provisions of the law in 19.1 above takes away or provisions.

tween you and Us relating e relationship between you subject to the jurisdiction of I Ireland, as determined by

