
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

<<E.G. Class C>>	ed Family (E.G. Vauxhall
<<E.G. Class D>>	rd Family (E.G. Vauxhall
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<<E.G. Class F>>	rd Mpv (E.G. Ford
<<E.G. Class G>>	x4 (E.G. Toyota Rav4)>>
<<E.G. Class H>>	4x4 (E.G. Land Rover
<<E.G. Class I>>	Luxury (E.G. Mercedes C-
<<E.G. Class J>>	ed Luxury (E.G. Mercedes
<<E.G. Class K>>	Luxury (E.G. Mercedes S-

4. Driver Eligibility Requirements

- 4.1 The Customer must be the holder of a valid (not suspended or revoked) driving licence which has been held for a continuous period of <<E.g. 1 Year>> at the commencement date of the hire agreement. For UK driving licences both the photocard licence and the application form must be produced before the Vehicle will be released. Photocopies of licences will not be accepted.
- 4.2 The Customer must be at least 21 years of age to rent a Vehicle. Customers <<E.g. 25>> may only Rent a Vehicle of Category <<E.g. Class A-C>>.
- 4.3 [For all Customers between the ages of 21 and 24 years of age an additional young driver surcharge of <<E.g. £15.00 Per Day>> applies.]
- 4.4 Customers with more than 6 points on their driving licence will not be permitted to rent a Vehicle of Category <<E.g. Class B>>] from the Company.
- 4.5 Customers who have been disqualified for a period of <<E.g. 12>> months or more as a result of a driving offence or UT Offence will not be permitted to rent a Vehicle of Category <<E.g. Class B>>] from the Company for a period of <<E.g. 5 Years>> from the date of their licence.
- 4.6 The Customer must present their valid driving licence) when collecting the Vehicle. In addition to their driving licence, at least one should include the following documents: a valid passport, but are not limited to, the Customer's home address, date of birth, and date of issue.

5. Rental Term

- 5.1 The Vehicle will be made available to the Customer at the time,

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- date and location shown in the Rental Agreement. The Customer must return the Vehicle at the location shown in the Rental Agreement (which may be different from the Collection location) at the end of the Rental term.
- 5.2 The agreed Rental term must be completed by the end of the Rental term. The Customer must return the Vehicle at the location shown in the Rental Agreement (which may be different from the Collection location) at the end of the Rental term.
- 5.3 If the Customer is late in returning the Vehicle, the Company shall charge the Customer an additional day's rental at the normal daily rate for the late return, plus any additional relevant charges, such as parking fees, tolls, etc. The Rental term shall be extended by one day. The provisions of this sub-Clause shall apply daily until the Vehicle is returned.
- 5.4 If the Customer wishes to extend the Rental term, they may do so at any time prior to the end of the Rental term. The Customer must contact the Company to arrange such an extension. The extension shall be made for up to <<E.g. 30 Days>> subject always to the availability of the Vehicle. Reservations made by other customers. The Company shall make reasonable endeavours to satisfy requests for extensions but cannot guarantee the availability of the Vehicle to the Customer beyond the end of the Rental term.
- 5.5 The Company reserves the right to replace the Vehicle immediately at any time. In the event that the Company replaces the Vehicle, the Customer will be reimbursed for any and all costs incurred in replacing the Vehicle. The replacement Vehicle will be of the same Class or of a higher Class. If the replacement Vehicle is of a lower Class, the Company shall reimburse the Customer the difference in the rental rate. Availability of replacement Vehicles in higher Classes is subject to the availability requirements set out in Clause 3. If the Vehicle is replaced, the Company shall be charged for any costs associated with such replacement.
- 5.6 The Company is required to provide a replacement Vehicle of satisfactory quality, fit for purpose, and in good condition. The replacement Vehicle shall be of the same Class or of a higher Class. If the Customer is not satisfied with the replacement Vehicle, the Customer should inform the Company as soon as is reasonably practicable. The Company will use all reasonable endeavours to provide a suitable replacement Vehicle. The Company shall be charged for any costs incurred in providing the replacement Vehicle. The Company shall be charged for any costs incurred in providing the replacement Vehicle. The Company shall be charged for any costs incurred in providing the replacement Vehicle.

6. Fees and Payment

- 6.1 The Rental Fees will be determined by the length of the Rental term, the Class of the Vehicle, the location of the Vehicle and any additional charges and any additional items which may be included in the Rental.
- 6.2 Payment may be made by card. A security deposit of £<<Insert Amount>> will be required at the start of the Rental term which will be refunded to the Customer at the end of the Rental term provided no costs have been incurred during the Rental term and 9.3. If such costs are incurred, the security deposit will be deducted from the security deposit.
- 6.3 The Customer's card details will be used for the payment of the Rental term along with the deposit set out in sub-Clause 6.2. At the end of the Rental term the Customer shall be charged to that card unless the Customer opts to provide a different card.
- 6.4 If full payment cannot be received by the end of the Rental term, the Customer shall be charged interest at the rate of <>% above the base rate of <>% on the outstanding balance from the due date up to and including the actual date of payment.

7. Vehicle Usage

- 7.1 The Customer may only use the Vehicle for the normal purpose for which it is intended. In the case of a delivery van, the maximum number of passengers permitted in the Vehicle as indicated to the Customer at the start of the Rental term. The maximum number of passengers permitted in the passenger compartment and the maximum weight of the associated luggage within the limits of the car.
- 7.2 The Customer may not fit any other form of external carrier other than those approved by the Company.
- 7.3 Towing is permitted only with a towbar. The Company will inform the Customer of the maximum towing weight for the Vehicle [and provide instructions for the use of the towbar] at the time of collection.
- 7.4 The Vehicle must not, under any circumstances, be used for the transportation of inflammable, toxic, corrosive, flammable, hazardous or other dangerous goods or substances.
- 7.5 Subject to the prior approval of the Company, customers are permitted to transport domestic pets in the Vehicle. The transportation of other animals is not permitted (save for the transportation of animals being towed as permitted under sub-Clause 7.3).
- 7.6 Use of the Vehicle on any other than "normal public roads" (the definition of "normal public roads" includes roads, highways, car parks etc.) is not permitted. This prohibition includes:
- 7.6.1 Off-road driving (this includes driving on any surface which is capable of causing damage to the Vehicle)
 - 7.6.2 Participating in racing or speed trials of any kind; and
 - 7.6.3 Speed testing or time trials.
- 7.7 Further restrictions apply to the use of the Vehicle. The Customer shall be responsible for ensuring that the Vehicle is used in accordance with the terms of the Rental Agreement.

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may not:

- 7.7.1 Use the Vehicle for including exceeding speed limits and other breaches (e.g. speed limit);
 - 7.7.2 Use the Vehicle while under the influence of alcohol or drugs;
 - 7.7.3 Use the Vehicle for learner drivers;
 - 7.7.4 Allow any other person to drive the Vehicle;
 - 7.7.5 Use the Vehicle for hire or for financial gain;
 - 7.7.6 Use the Vehicle while carrying passengers for hire or for the purpose of any Business; or
 - 7.7.7 Sub-rent the Vehicle to any third party.
- 7.8 Unless otherwise agreed at the time of hire, the Customer may only drive the Vehicle within <<E.g. the Republic of Ireland>>.
- 7.9 The Vehicle will be supplied with a full tank of either petrol or diesel, as appropriate. During the Rental the Customer shall ensure that they use the Vehicle and return it to the Company with a full tank of fuel. If the Vehicle is not returned with a full tank, the Customer will result in the Customer being charged for the required amount of fuel and an excess of £<<Insert Amount>>].
- 7.10 In the event that the Customer is involved in an accident in the Vehicle they must neither drive it nor attempt to move it. The Customer must contact the Company and the Company's Recovery Service to take the necessary action. The Customer shall be liable for any recovery costs at the full rate for any necessary action. The Customer shall be liable for any expenses incurred by the Company.
- 7.11 The Customer must always deactivate any installed security systems when leaving it and must not leave the Vehicle for the length of time for which it will be so left.

8. Vehicle Care and Maintenance

- 8.1 The Vehicle will be supplied in a roadworthy condition having been fully valeted and subjected to a thorough inspection which includes topping up all necessary fluids.
- 8.2 The Customer shall ensure the Vehicle is returned to the Company in a similar road-worthy condition to that in which it was hired. The Customer is not required to clean the Vehicle under normal wear and tear. However, any damage, stains or marks on the Vehicle which occur during the Rental must be cleaned by the Customer. [must be cleaned by the Customer] OR [will incur a charge for cleaning] The Customer is required to replace fluids by the Company. The Customer may (but not must), if necessary, refill the screen wash with a suitable pre-mixed or diluted screen wash.
- 8.3 If the tyres on the Vehicle are worn or damaged for any reason other than normal wear and tear, the Customer must, at their own expense, that / the Company must replace them with the same [brand,] type and dimensions. The Customer shall be liable for the cost of any such replacements.
- 8.4 The Rental is inclusive of the Company's Recovery Service. The Customer shall be provided by the Company with contact details for the Recovery Service. Under no circumstances shall the Customer be provided with contact details for the Recovery Service.

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8.5 If any mechanical failure of the Vehicle occurs during the Rental the Customer must immediately cease driving the Vehicle and contact the Company whereupon the Company shall take the necessary action. The Company shall be responsible for the cost of any remedial work required provided the damage is found to be the fault of the Company and provided such work is carried out by an authorised repairer.

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8.6 The Customer should not attempt any repairs to the Vehicle. This includes, but is not limited to, bodywork repairs.

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8.7 In the event of failure upon the Rental the Company shall have the option of repairing the Vehicle or providing a replacement Vehicle available to the Customer. Please also

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8.8 The Company shall ensure that the Vehicle is insured pursuant to Clause 9. If any damage occurs to the Vehicle which is not covered by the insurance claim cannot be made such as <<Insert description of damage>> the Customer shall be deemed fully responsible.

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9. Insurance

9.1 Standard insurance cover is included as part of the Rental. This cover includes the following provisions:

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9.1.1 Death or personal injury to any third party;

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9.1.2 Damage to the property of any third party (limited to £<<Insert Amount>>); and

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9.1.3 Theft of the Vehicle or attempted theft.

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9.2 A loss and collision damage waiver is available as part of the Rental on payment of an additional fee. If the Customer opts for such waiver additional insurance cover shall be provided for loss of or damage to the Vehicle. In the event of such loss or damage the Customer shall pay an excess of up to £<<Insert Amount>>.

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9.3 Additional cover for personal belongings is available as part of the Rental on payment of an additional fee. Full details of such insurance and conditions specific to that insurance.

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10. Accidents and Theft

10.1 In the event of an accident or theft the Customer must not admit any fault or responsibility. The Customer must follow the following steps:

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10.1.1 Make a detailed note of the location of the accident, the names and car registration numbers of all parties involved in the accident – indicating whether they are the owners of their respective vehicles;

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10.1.2 Make a detailed note of any witnesses;

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10.1.3 Contact the police to report the incident and any suspected injuries or any disputes over responsibility.

10.1.4 Contact the rental company to report the incident from which the Vehicle was collected and inform the Company of the incident, following any further instructions the Company may provide.

10.1.5 Secure the Vehicle and any personal belongings with police assistance if necessary.

10.2 If the Vehicle is stolen the Customer must immediately inform the police of the incident, providing all details of the incident. The Customer must then inform the Company by contacting the Company on the number provided in the Vehicle was collected, providing all details of the incident, including, where relevant, the location provided by the police.

10.3 Unless the Customer pays the relevant fine or penalty, the Company will not provide the Vehicle that is not the property of the Company.

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11. Fines, Penalties, Tolls and other charges

11.1 In the event that a penalty or similar penalty is issued which concerns the Vehicle, the Company will immediately inform the Customer and the Customer shall pay the fine either to the Company or to the relevant authority as the case may be.

11.2 If the Customer receives the Vehicle, full payment of the fine shall be made by the Customer directly to the relevant authority.

11.3 If the Customer takes the Vehicle to a toll or other chargeable route, including but not limited to a congestion charging zone, the Customer shall be solely responsible for paying the relevant charges.

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12. How We Use Your Personal Information

12.1 All personal information provided by the Customer will be collected, processed, and held in accordance with the provisions of EU Regulation (EU) 2016/679 General Data Protection Regulation ("GDPR") and the Customer's rights under the GDPR.

12.2 For complete details of the processing, storage, and retention of personal data and for the purpose(s) for which the personal data is used, the Customer's rights and how to exercise them (where applicable), please refer to the Company's Privacy Notice [available at <<insert location>>] or from <<insert number>>].

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<<insert number>>].

13. Termination

13.1 The Company shall be entitled to terminate this Agreement in the event that:

13.1.1 the Customer is in breach of the General Conditions;

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d Conditions;

- 13.1.2 the Customer has had the Vehicle damaged or the Vehicle's contents confiscated in order to satisfy debts; or
- 13.1.3 the Customer has a claim against them.
- 13.2 In the event of termination of the Rental Agreement, the following provisions apply:
- 13.2.1 all payments required by the Rental Agreement shall become due and immediately payable.
- 13.2.2 the Company shall be entitled to request the immediate return of the Vehicle and may charge the Customer for any reposssession in such repossession.
14. **The Company's Liability**
- 14.1 The Company shall be responsible for any foreseeable loss or damage that the Customer may suffer as a result of the Company's breach of these Terms and Conditions or the Company's negligence. Loss or damage is foreseeable only if it is a direct consequence of the Company's breach or negligence or if it is caused by the Customer and the Company when the Rental Agreement is in force. The Company will not be responsible for any loss or damage that is not foreseeable.
- 14.2 [In any event, The Company's liability shall be limited to the value of the Vehicle at the time of the loss or damage to the Customer, that is, the total value of the Vehicle.]
- 14.3 Nothing in these Terms and Conditions shall be construed to exclude or limit the Company's liability for damage caused by its negligence (including that of its employees and contractors); or for fraud or fraudulent misrepresentation.
- 14.4 Nothing in these Terms and Conditions shall be construed to exclude or limit the Company's liability with regard to the rights as a consumer. For more information on the Customer's rights and remedies as a consumer, it is recommended that the Customer contact their local Citizens Advice Bureau or Trading Standards Office.
15. **Events Outside of the Company's Control**
- The Company shall not be liable for any failure to perform its obligations where that failure or delay results from causes beyond its reasonable control. Such causes include, but are not limited to, natural disasters, provider failure, strikes, lock-outs, civil unrest, riots and other civil unrest, fire, explosion, terrorism (threatened or actual), acts of war or preparations for war), epidemic or pandemic, or any other event that is beyond the Company's reasonable control.
16. **Communication and Contact Details**
- The Customer may contact the Company at [any of] the Company's branch[es], by telephone at <<Insert Telephone Number>>, by email at <<Insert Email Address>>, or by pre-paid post at <<Insert Post Address>>.

17. Complaints and Feedback

- 17.1 The Company always welcomes customers and, whilst the Company always uses every effort to ensure that its customers' experience is as good as possible, any nevertheless welcomes the opportunity to resolve a complaint.
- 17.2 All complaints are handled in accordance with the Company's complaints handling policy and procedure. The Company's complaints handling policy and procedure is available at <<Insert Location(s)>>.
- 17.3 If the Customer wishes to complain about the Company, including, but not limited to, the Rental Agreement, or the terms and Conditions, the Customer may do so in one of the following ways:
- 17.3.1 [In writing, addressed to the Company at <<Insert Department>>, <<Insert Location(s)>>, And/Or Position And/Or Telephone Number <<Insert Telephone Number>>]
- 17.3.2 [By email, addressed to the Company at <<Insert Department>>, <<Insert Location(s)>>, And/Or Position And/Or Telephone Number <<Insert Telephone Number>>]
- 17.3.3 [Using the Complaints Handling Form included with the Rental Agreement, following the instructions contained therein.]
- 17.3.4 [By contacting the Customer Service team on <<Insert Telephone Number>> [and choosing the option for Complaints Handling when prompted.]]

18. Other Important Terms

- 18.1 The Company may transfer its obligations and rights under these Terms and Conditions (and any associated Rental Agreement, as applicable) to a third party (this may happen if the Company sells its business). If this occurs the Customer's obligations and rights under these Terms and Conditions shall not be affected and the Company's obligations under these Terms and Conditions shall be transferred to the third party.
- 18.2 The Customer may not transfer its obligations and rights under these Terms and Conditions (and any associated Rental Agreement, as applicable) to a third party without the Company's express written consent.
- 18.3 The Rental Agreement is intended to benefit any person or party who enters into it and the Company. It is not intended to benefit any other person or party in any way and no such person or party shall be entitled to enforce any provision of these Terms and Conditions.
- 18.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall nevertheless remain valid and enforceable and the remainder of these Terms and Conditions shall be unaffected.
- 18.5 No failure or delay by the Company in exercising any of its rights under these Terms and Conditions shall constitute a waiver of that right, and no waiver by the Company of one or more of these Terms and Conditions shall constitute a waiver of the same or any other provision.

19. **Governing Law and Jurisdiction**

19.1 These Terms and Conditions shall govern the relationship between you and Us (whether you are a consumer or not) and construed in accordance with the law of [England & Wales] [Scotland].

19.2 As a consumer, you will be protected by the provisions of the law in your country of residence. This clause does not reduce or remove any rights as a consumer that you may have under the law of your country of residence.

19.3 Any dispute, controversy, claim or action arising out of or in connection with these Terms and Conditions shall be referred to and finally decided by arbitration and Us (whether contractual or not) shall be subject to the jurisdiction of the courts of England, Wales or Scotland, as determined by your residency.

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