

VAN & TRUCK RENTAL TERMS AND CONDITIONS (B2C)

BACKGROUND:

These Terms and Conditions are the standard terms which shall apply:

- A. to the rental of all <<insert types e.g. vans and minibuses>> 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 is renting the Vehicle as 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 the Vehicle for his/her personal use and for purposes wholly or mainly outside the purposes of any Business;
“Customer”	means the customer who is 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 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”** means the vehicle falling into one of the Classes set out in Clause 3 which the Customer is renting for the duration of the Rental Agreement.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 1.2.1 “writing”, and any similar expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
 - 1.2.5 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. Information About The Company

- 2.1 <<insert business name>> [, trading as <<insert trading name if different from company name>>],] is 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>>.
- 2.2 [VAT number <<insert VAT number>>].]
- 2.3 [The Company is regulated by <<insert name(s) of regulator(s)>>].]
- 2.4 [The Company is a member of <<insert name(s) of association(s) etc.>>].]
- 2.5 [<<Insert further information as required>>].]

3. Vehicle Classes

Subject to the provisions of Clause 4, the Company offers the following Classes of Vehicle:

Class	Vehicle Type
-------	--------------

<<e.g. Class A>>	n (e.g. Ford Transit
<<e.g. Class B>>	n (e.g. Ford Transit)>>
<<e.g. Class C>>	an (e.g. Mercedes
<<e.g. Class D>>	n (e.g. Ford Transit)>>
<<e.g. Class E>>	an (e.g. Vauxhall Movano
<<e.g. Class F>>	(e.g. Ford Transit
<<e.g. Class G>>	erated Van (e.g. Vauxhall
<<e.g. Class H>>	/an (e.g. Iveco

S

A

M

P

L

E

4. Driver Eligibility Requirements

- 4.1 The Customer must be the holder of a valid driving licence which has been held for a continuous period of <<e.g. 1 year>> at the commencement date of the hire. The photocard licence and the original licence must be produced before the Vehicle will be released. Copies of licences will not be accepted.
- 4.2 The Customer must be at least <<e.g. 21>> years of age to rent a Vehicle. Drivers under the age of <<e.g. 25>> may only Rent a Vehicle with the prior approval of the Company.
- 4.3 In order to rent a Vehicle the Customer must be in possession of either a standard driving licence which was obtained before January 1997 or an HGV Licence which was obtained since that date.
- 4.4 In order to rent a minibuss the Customer must be in possession of a D1 category driving licence and have held this licence for at least <<e.g. 5 years>> post-qualification.
- 4.5 Customers with more than <<e.g. 3>> categories on their driving licence will not be permitted to rent a Vehicle from the Company.
- 4.6 Customers who have been disqualified from their driving licence for a period of <<e.g. 12>> months or more as a result of a driving licence UT Offence will not be permitted to rent a Vehicle from the Company for a period of <<e.g. 5 years>> after the end of their licence.
- 4.7 The Customer must present their driving licence (in addition to their photocard licence) when collecting the Vehicle. At least one should include the Customer's home address. Other documents may include, but are not limited to, passports, bank statements

n (e.g. Ford Transit

n (e.g. Ford Transit)>>

an (e.g. Mercedes

n (e.g. Ford Transit)>>

an (e.g. Vauxhall Movano

(e.g. Ford Transit

erated Van (e.g. Vauxhall

/an (e.g. Iveco

posed to provisional) driving

period e.g. 1 year>> at the

UK driving licences both the

e must be produced before

opies of licences will not be

not more than <<e.g. 75>>]

. Drivers under the age of

n of the Company.

the Customer must be in

which was obtained before

as passed their driving test

be in possession of a D1

iving for at least <<e.g. 5

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.

ication (in addition to their

ast one should include the

ide, but are not limited to,

S

A

M

P

L

E

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 hire and return, any charges and any additional items which may be included in the Rental.
- 6.2 Payment may be made by cash or credit card. A security deposit of £<<insert amount>> will be taken 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 under clauses 8.8 and 9.3. If such costs are incurred, they will be deducted from the deposit.
- 6.3 The Customer's card details will be used for the duration of the Rental term along with the deposit set out in clause 6.2. When the Vehicle is returned at the end of the Rental term the deposit will be charged to that card unless the Customer opts to provide a different card for payment.
- 6.4 If full payment cannot be received at the end of the Rental term for any reason other than the fault of the Company or the Customer, the Customer shall be charged interest at the rate of <<insert rate>> the base rate of <<insert rate>> on the outstanding amount 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. The Vehicle may not be used in excess of its maximum design capacity and should be loaded in such a way as not to damage the Vehicle at any risk of injury. The Customer shall be made aware of the maximum number of passengers and the maximum weight that shall be made aware of the maximum number of passengers that number at any time or for any one occasion.
- 7.2 The Customer may not fit the Vehicle to any other form of external carrier other than those approved by the Company.
- 7.3 Towing is permitted only with a trailer when fitted with a towbar. The Company will inform the Customer of the maximum towing weight for the Vehicle and the maximum weight 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 a dog 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" including motorways, car parks etc.) is not permitted. This prohibition includes the following:
- 7.6.1 Off-road driving;
- 7.6.2 Participating in racing or other competitive events of any kind; and
- 7.6.3 Speed testing or time trials.

S

7.7 Further restrictions apply to the use of the Vehicle. The Customer may not:

7.7.1 Use the Vehicle for any purpose including exceeding speed limits and other breaches of the law;

7.7.2 Use the Vehicle while under the influence of alcohol or drugs;

7.7.3 Use the Vehicle for any purpose involving learner drivers;

7.7.4 Allow any driver that is not named in the Rental Agreement to drive the Vehicle;

7.7.5 Use the Vehicle for any purpose for financial gain;

7.7.6 Use the Vehicle while engaged in any form of 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 United Kingdom and 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 responsibly and must be returned to the Company with a full tank of fuel. Any shortfall will result in the Customer being charged for the required amount at an excess of £<< >>].

7.10 In the event that the Customer is unable to drive the Vehicle they must neither drive it nor attempt to do so. The Customer must contact the Company and the Company will arrange for necessary recovery action. The Customer shall be liable for the full rate for any recovery charges incurred by the Company.

7.11 The Customer must always deactivate any installed security systems when leaving the Vehicle and 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 safety 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 circumstances. However, any damage to the Vehicle which occurs during the Rental [must be cleaned by the Customer] OR [will incur a charge for repair and replacement of fluids by the Company]. The Customer may (but not must), if available, use 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 / they replace them with the same [brand,] type and dimensions. The Customer is responsible for the cost of any such replacements.

8.4 The Rental is inclusive of the cost of the Company's Recovery Service.

A

M

P

L

E

the Vehicle. The Customer

including exceeding speed limits (e.g. on motorways);

alcohol or drugs;

ing learner drivers;

ntal Agreement to drive the

rs for financial gain;

ose of any Business; or

Sub-rent the Vehicle to any third party.

e Customer may only drive the Vehicle within <<e.g. the United Kingdom and Ireland>>.

full tank of either petrol or diesel, as appropriate. During the Rental the Customer shall ensure that they use the Vehicle responsibly and must be returned to the Company with a full tank of fuel. Any shortfall will result in the Customer being charged for the required amount at an excess of £<< >>].

l in the Vehicle they must neither drive it nor attempt to do so. The Customer must contact the Company and the Company will arrange for necessary recovery action. The Customer shall be liable for the full rate for any recovery charges incurred by the Company.

tivate any installed security systems when leaving the Vehicle and for the length of time for which it will be so left.

orthy condition having been fully valeted and subjected to a safety inspection which includes topping up all necessary fluids.

urned 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 circumstances. However, any damage to the Vehicle which occurs during the Rental [must be cleaned by the Customer] OR [will incur a charge for repair and replacement of fluids by the Company]. The Customer may (but not must), if available, use a suitable pre-mixed or diluted screen wash.

g the term of the Rental for any reason other than normal wear and tear, the Customer must, at their own expense, that / they replace them with the same [brand,] type and dimensions. The Customer is responsible for the cost of any such replacements.

h shall be provided by the Company's Recovery Service.

S

A

M

P

L

E

details for the Recovery of collection. Under no circumstances should the Company be liable for any recovery service.

8.5 If any mechanical failure of the Rental the Customer must immediately cease use of the Vehicle and contact the Company whereupon the Company shall arrange for a Recovery Service to 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 Customer and provided such work is carried out by an authorised repairer.

8.6 The Customer should not be responsible for repairs to the Vehicle. This includes, but is not limited to, bodywork repairs.

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 see Clause 10.

8.8 The Company shall ensure that the Vehicle is insured pursuant to Clause 9. If any damage occurs to the Vehicle an insurance claim cannot be made such as that caused by the Vehicle hitting low-level objects such as trees, the Customer shall be deemed fully responsible.

9. Insurance

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

9.1.1 Death or personal injury to any person;

9.1.2 Damage to the property of any person (limited to £<< >>); and

9.1.3 Theft of the Vehicle or attempted theft.

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, the Company shall be liable for the loss of or damage to the Vehicle. In the event of such damage, the Customer shall pay an excess of up to £<< >>.

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 are included in the Rental Agreement. Conditions specific to that insurance.

10. Accidents and Theft

10.1 In the event of an accident or theft, the Customer must not admit any fault or liability and must follow the following steps:

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

10.1.2 Make a detailed note of the names and telephone numbers of any witnesses;

S

10.1.3 Contact the police in the event of suspected injuries or any disputes over responsibility.

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

10.1.5 Secure the Vehicle in a safe place 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 from which the Vehicle was collected, providing all details of the incident, including, where relevant, the location of the Vehicle.

10.3 Unless the Customer pays the full amount due to the Company, the Company will not provide any documents or anything inside or attached to the Vehicle that is not the property of the Company.

A

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, within the Period, immediately inform the Customer and require them to pay the fine either to the Company or to the issuing authority.

11.2 If the Customer receives a penalty while the Vehicle is in their possession full payment of the fine must be made by the Customer directly to the relevant authority.

11.3 If the Customer takes the Vehicle on a toll or other chargeable route, including but not limited to a Congestion Charging Zone, the Customer shall be solely responsible for paying any requisite charges.

M

12. How We Use Your Personal Information

12.1 All personal information that the Company may use 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 information, the purpose(s) for which personal data is used, the details of the Customer's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Company's Privacy Notice [available at <<insert location>>] or by contacting the Company at <<insert number>>].

P

13. Termination

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

13.1.1 the Customer is in breach of the Rental Agreement and Conditions;

L

E

S

13.1.2 the Customer has h...
satisfy debts; or

ings confiscated in order to

13.1.3 the Customer has a

ainst them.

13.2 In the event of termination

ons:

13.2.1 all payments requir...
and immediately pa

reement shall become due

13.2.2 the Company shall...
return of the Vehic...
Customer for any re

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

A

14. The Company's Liability

14.1 The Company shall be res...
the Customer may suffer o...
Terms and Conditions or...
damage is foreseeable onl...
breach or negligence or...
Company when the Renta...
responsible for any loss or

eeable loss or damage that...
ompany's breach of these...
ompany's negligence. Loss or...
equence of the Company's...
y the Customer and the...
The Company will not be...
eeable.

14.2 [In any event, The Compan...
shall be limited to the val...
Customer, that is, the total

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

14.3 Nothing in these Terms...
Company's liability for de...
(including that of its empl...
fraudulent misrepresentati

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

14.4 Nothing in these Terms...
Company's liability with re...
more information on the C...
it is recommended that t...
Bureau or Trading Standar

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

M

P

15. Events Outside of the Company

re)

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

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

L

16. Communication and Contact De

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

t [any of] the Company's...
email at <<insert email...
>>, <<insert address>>.

E

S

A

M

P

L

E

17. Complaints and Feedback

17.1 The Company always welcomes customers and, whilst the Company always uses all reasonable endeavours 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 contact the Company in one of the following ways:

17.3.1 [In writing, addressed to the Company at <<insert name and/or position and/or department>>, <<insert address>>]

17.3.2 [By email, addressed to the Company at <<insert name and/or position and/or department>>, <<insert email address>>]

17.3.3 [Using the Complaint Form included with the Rental Agreement, following the instructions contained therein]

17.3.4 [By contacting the Customer Service Centre on <<insert telephone number>> [and choosing the appropriate option]]

18. Other Important Terms

18.1 The Company may transfer its obligations and rights under these Terms and Conditions (and any associated 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 will not be affected and the Company's obligations under these Terms and Conditions will be transferred to the third party who will remain bound by the Terms and Conditions.

18.2 The Customer may not transfer its obligations and rights under these Terms and Conditions to a third party without the Company's express written consent.

18.3 The Rental Agreement is intended to benefit any of the parties to the Rental Agreement and no person or party will 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 be severed from the remainder of these Terms and Conditions. The remaining provisions shall be valid and enforceable.

18.5 No failure or delay by the Company in exercising any of its rights under these Terms and Conditions shall constitute a waiver by the Company 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.

S

A

M

P

L

E

19. Governing Law and Jurisdiction

19.1 These Terms and Conditions and Us (whether contractual or not) shall be construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].

19.2 As a consumer, you will be deemed to be in your country of residence. This clause does not reduce your rights as a consumer under any provisions of the law in your country of residence. Clause 19.1 above takes away or restricts these provisions.

19.3 Any dispute, controversy, claim, action, suit, proceeding, litigation, matter, claim, demand, loss, damage, cost, expense, penalty, liability, or other thing whatsoever between you and Us relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

the relationship between you and Us shall be governed by, and shall be subject to the jurisdiction of the courts of [England & Wales] [Northern Ireland] [Scotland].

any provisions of the law in your country of residence. Clause 19.1 above takes away or restricts these provisions.

between you and Us relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

[S

<<insert comp

S

A

M

P

L

E