

CAR RENTAL TERMS AND CONDITIONS (B2B)

BACKGROUND:

These Terms and Conditions are to be read in conjunction with the following apply:

A. To the rental of all <<Insert Business Name>> [, trading as <<Insert Business Name>>], <<Insert Business Type, Etc.>> [registered in <<Insert Registration Number>>] [, whose registered address is <<Insert Registered Address>> and] (<<Insert Business Name>> ("the Company"))

B. Where the Customer is renting the Vehicle for the purposes of a "Business" (and not as a "Consumer") as defined in these Terms and Conditions.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

"Business"

trade, craft, or profession carried out by any other person/organisation;

"CD Offence"

driving motoring offence;

"Class"

to which the Vehicle falls as set out in Clause 3 of these Terms and Conditions;

"Consumer"

as defined by the Consumer Protection Act 2008, to say an individual who rents a Vehicle for personal use and for purposes wholly unrelated to any Business;

"Customer"

any company or other entity which is renting the Vehicle subject to these Terms and Conditions (this meaning is extended by sub-clause 1.1 below);

"DD Offence"

dangerous driving motoring offence;

"DR Offence"

driving motoring offence;

"Force Majeure"

any event which is beyond the reasonable control of the Party, including, but not limited to: service provider failure; strikes, industrial action suffered by the Party; acts of terrorism; acts of war; governmental action; natural disaster;

"Recovery Service"

the recovery service chosen by the Customer, <<Insert Recovery Service>>

"Rental"

the use of the Vehicle by the Customer subject to these Terms and Conditions;

“Rental Agreement”

“Rental Fees”

“UT Offence”

“Vehicle”

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 1.2.1 “writing”, and any other form of communication, includes a reference to any written communication, whether in hard copy or electronic or facsimile transmission or otherwise;
 - 1.2.2 a statute or regulation, includes a reference to that statute or regulation in force at the relevant time;
 - 1.2.3 “these Terms and Conditions” includes a reference to these Terms and Conditions as amended or supplemented at any time;
 - 1.2.4 a Clause or paragraph of these Terms and Conditions (including any Schedule);
 - 1.2.5 a “Party” or “parties” includes the parties to these Terms and Conditions; and
 - 1.2.6 As the context requires, “the Customer” includes the individual who rents the Vehicle for the Customer, and the Customer shall be liable for any breach by that individual of any of these Terms and Conditions;
- 1.3 An individual signing these Terms and Conditions on behalf of a Customer hereby represents and warrants that the signatory has the authority to bind that Customer to these Terms and Conditions, and that any will rely on that representation. If the signatory does not have such authority, the signatory shall nevertheless be deemed to have acted personally liable as if s/he had the authority to bind the Customer.
- 1.4 The headings used in these Terms and Conditions are for convenience only and shall have no legal effect in the interpretation of these Terms and Conditions.
- 1.5 Words imparting the singular shall include the plural and vice versa.
- 1.6 References to any gender shall include the other gender.

2. Information About The Company

- 2.1 [VAT number <<Insert VAT number>>.]
- 2.2 [The Company is registered with the Registrar of Companies of Regulator(s)>>.]
- 2.3 [The Company is a member of the Association(s) of Association(s) etc>>.]
- 2.4 [<<Insert Further Information>>.]

3. Vehicle Classes

Subject to the provisions of the Motor Vehicle Insurance Act, 1991, the Company offers the following Classes of Vehicle:

Class	Type
<<E.G. Class A>>	Compact (E.G. Toyota Aygo)>>
<<E.G. Class B>>	Supermini (E.G. Vauxhall Astra)>
<<E.G. Class C>>	Midsized Family (E.G. Vauxhall Astra)>
<<E.G. Class D>>	Standard Family (E.G. Vauxhall Astra)>>
<<E.G. Class E>>	Mini Mpv (E.G. Vauxhall Zafira)>>
<<E.G. Class F>>	Standard Mpv (E.G. Ford Galaxy)>>
<<E.G. Class G>>	Small 4x4 (E.G. Toyota Rav4)>>
<<E.G. Class H>>	Large 4x4 (E.G. Land Rover Defender)>>
<<E.G. Class I>>	Small Luxury (E.G. Mercedes C-Class)>
<<E.G. Class J>>	Midsized Luxury (E.G. Mercedes E-Class)>>
<<E.G. Class K>>	Large Luxury (E.G. Mercedes S-Class)>

4. Driver Eligibility Requirements

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|--|-------------------|--|
| <p>4.1 The Customer must have a valid driving licence which has been held for a minimum of 3 years from the commencement date of the hire. The Customer must produce their photocard licence and the original of the licence to the Vehicle before the Vehicle will be accepted.</p> | <p>[REDACTED]</p> | <p>as opposed to provisional) driving licence. The Customer must insert <<E.g. 1 Year>> at the end of the hire period. In the case of UK driving licences both the photocard and the original licence must be produced before the Vehicle will be accepted. Copies of licences will not be accepted.</p> |
| <p>4.2 The Customer must be at least 21 years of age to drive a Vehicle. Customers under 25 years of age may only drive a Vehicle</p> | <p>[REDACTED]</p> | <p>with a maximum of <<E.g. 1 Year>> [and not more than <<E.g. 75>>] years of age. Customers under the age of <<E.g. 25>> may only drive a Vehicle with a maximum of <<E.g. 1 Year>> years of age.</p> |
| <p>4.3 [For all Customers under 25 years of age a young driver surcharge will apply.]</p> | <p>[REDACTED]</p> | <p><<E.g. 1 Year>> years of age an additional surcharge of <<E.g. 100p Per Day>> (plus any applicable VAT Per Day) will apply. A maximum of <<E.g. 1 Year>> years of age an additional surcharge of VAT Per Day>> applies.]</p> |

- 4.4 Customers with more than 6 penalty points on their driving licence will not be permitted to rent a Vehicle of <<E.g. Class B>>].
- 4.5 Customers who have been disqualified from driving for a period of <<E.g. 12>> months or more are not permitted to rent a Vehicle of <<E.g. Class B>>] for a period of <<E.g. 5 years>> following the end of their disqualification.
- 4.6 The Customer must provide valid identification (in addition to their driving licence) when they collect the Vehicle. At least one should include the Customer's home address. Examples include, but are not limited to, passports, bank statements, etc.

5. Rental Term

- 5.1 The Vehicle will be made available for collection by the Customer at the time, date and location shown in the Rental Agreement.
- 5.2 The agreed Rental Term shall be as set out in the Rental Agreement. The Customer must return the Vehicle to the Company at the location shown in the Rental Agreement (or the collection location) at the end of the Rental term.
- 5.3 If the Customer is late in returning the Vehicle by more than <<E.g. 1 Hour>> the Company shall charge the Customer for an additional day's rental at the normal daily rate plus any additional relevant charges, surcharges or excess mileage charges. The Rental term will be extended by one day. The provisions of this sub-clause shall continue to 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. Extensions may be made for up to <<E.g. 30 Days>> subject always to the availability of the Vehicle. The Company will make reasonable endeavours to satisfy requests for extensions, but cannot guarantee the availability of the Vehicle to extend the Rental term.
- 5.5 The Company reserves the right to replace the Vehicle immediately at any time. In the event that the Company exercises this right the Customer will be charged for the days remaining in the Rental term or the Rental term of the replacement Vehicle of the same Class or of a lower Class [no] surcharge. If the replacement Vehicle is of a higher Class, the Customer will be charged the difference. Availability of replacement Vehicles is subject to the eligibility requirements set out in Clause 3. If the Vehicle is replaced, the Company on request <<Insert Description Of Action>> the Customer shall be charged for any costs associated with the replacement.

6. Fees and Payment

- 6.1 The Rental Fees will be as set out in the Rental Agreement. In addition to the Rental Fee, the Customer shall be charged, in accordance to the length of the Rental term, the Class of the Vehicle, the location of collection and return, any relevant surcharges and any additional charges.
- 6.2 Payment may be made by cash or by credit or debit card. A security deposit of <<Insert Amount>> shall be required at the start of the Rental term which will be held by the Company.

refunded to the Customer if no costs have been incurred under sub-Clauses 7.9, [8.2], 8.8 and 9.3. If such costs are incurred, they will be deducted from the security deposit.

6.3 The Customer's card must be presented at the start of the Rental term along with the deposit set off against the bill. When the Vehicle is returned at the end of the Rental term, the bill must be charged to that card unless the Customer opts to prepay the bill by cash or other means of payment.

6.4 If full payment cannot be made at the end of the Rental term due to a fault of the Company's payment systems the Customer shall be charged interest at the rate of <<Insert Bank>> or the rate applicable to the Customer's credit card, including the actual costs of payment.

6.5 Where VAT is charged, the VAT inclusive amount of the Rental Fees will be shown on the bill, and in addition the VAT exclusive amount will be shown separately from the VAT inclusive amount in bills, in accordance with the lists..

7. Vehicle Usage

7.1 The Customer may use the Vehicle for the normal purpose for which it is intended. In the case of a passenger vehicle, the maximum number of passengers shall be the maximum number indicated to the Customer at the start of the Rental term, and associated luggage within the compartments of the car.

7.2 The Customer may use the Vehicle with a box or any other form of external carrier other than that specified by the Company.

7.3 Towing is permitted if the Vehicle has been fitted with a towbar. The Company will inform the Customer of the maximum towing weight for the Vehicle [and provide instructions for the correct usage of the towbar] at the time of collection.

7.4 The Vehicle must not be used for the transportation of inflammable, toxic, explosive, biohazardous or other dangerous goods or substances.

7.5 Subject to the prior written permission of the Company, Customers are permitted to transport domestic animals. The transportation of other animals is not permitted (save for those which are being towed as permitted under sub-Clause 7.6.3).

7.6 Use of the Vehicle on normal public roads (the definition of "normal public road" includes roads, drive ways, car parks etc.) is not permitted. This prohibition is not limited to:

7.6.1 Off-road driving where the Vehicle is a 4x4 or SUV which is capable of off-road driving;

7.6.2 Participating in competitions of any kind; and

7.6.3 Speed testing.

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

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- ## Vehicle Care and Maintenance

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circumstances should

8.5 If any mechanical failure occurs during the term of the Rental the Customer must immediately inform the Company whereupon the Company shall take the necessary action. The cost of any repairs required provided that the failure is not the fault of the Customer and provided that the work is carried out by an authorised repairer.

8.6 The Customer shall not be responsible for any repairs to the Vehicle. This includes, but is not limited to, paint repairs and bodywork repairs.

8.7 In the event of failure of the Vehicle, the Company shall have the option of repairing the Vehicle or providing a replacement Vehicle available to the Customer. Please refer to Clause 8.6.

8.8 The Company shall ensure that the Vehicle is fully insured pursuant to Clause 9. If any damage occurs during the Rental for which an insurance claim cannot be made such as <<insert>> 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:

9.1.1 Death or personal injury to a third party;

9.1.2 Damage to the Vehicle by a third party (limited to £<<Insert Amount>>);

9.1.3 Theft of the Vehicle or attempted theft.

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

9.3 Additional cover for loss of personal belongings is available as part of the Rental on payment of a fee of £<<Insert Amount>>. Full details of such insurance cover and the terms and 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 responsibility. The Customer shall follow the following steps:

10.1.1 Make a detailed report to the police, addresses, telephone numbers and car registration details of any other parties involved in the accident – in the event of theft those parties are the owners of their respective vehicles.

10.1.2 Make a detailed report to the police of any witnesses and their addresses and telephone numbers.

other recovery service.

term of the Rental the Customer shall inform the Company of the failure of the Vehicle and contact the Company to arrange for a replacement Vehicle. The cost of any recovery service to take the Vehicle to a repairer shall be the expense of any remedial work required provided that the failure is not found to be the fault of the Customer and provided that the work is carried out by an authorised repairer.

any repairs to the Vehicle. This includes, but is not limited to, paint repairs and bodywork repairs.

8.5 the Company shall have the option of repairing the Vehicle or providing a replacement Vehicle available to the Customer. Please refer to Clause 8.6.

is fully insured pursuant to Clause 9. If any damage occurs during the Rental for which an insurance claim cannot be made such as <<insert>> the Customer shall be deemed fully responsible.

part of the Rental. This cover

third party;

third party (limited to £<<Insert

licted upon the Vehicle during an

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

personal belongings is available as part of the Rental on payment of a fee of £<<Insert Amount>>. Full details of such insurance cover and the terms and conditions specific to that insurance.

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s, addresses, telephone numbers and car registration details of any other parties involved in the accident – in the event of theft those parties are the owners of their respective vehicles.

addresses and telephone numbers.

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10.1.3 Contact the relevant authorities in the event of any suspected injuries or any disputes over the Vehicle.

10.1.4 Contact the relevant authorities in the event of an accident, following any further instructions from the Company from which the Vehicle was collected.

10.1.5 Secure the Vehicle in the event of an accident, with police assistance if necessary.

10.2 If the Vehicle is stolen, the Customer must first inform the police of the incident, providing all details of the incident. The Customer must then inform the Company by contacting the relevant authority from which the Vehicle was collected, providing all details of the incident, including where relevant, the police reference number.

10.3 Unless the Customer provides written confirmation, the Company will not be responsible for anything inside or attached to the Vehicle that is not part of the original equipment.

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11. Fines, Penalties, Tolls and Charges

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11.1 In the event that a fine or similar penalty is issued during the Rental Period the Company will require the Customer to pay the fine either to the Company or the relevant authority as the case may be.

11.2 If the Customer rents the Vehicle while the Vehicle is in their possession, full payment of any tolls or charges shall be made by the Customer directly to the relevant authority.

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

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12. Data Protection

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

12.2 For complete details of the collection, processing, storage, and retention of personal data, please refer to the Company's Privacy Notice [available at <<insert location>>] or bases for using it, details of the information, and personal data sharing. The Company's Privacy Notice [available at <<insert number>>].

13. Termination

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13.1 Where the Customer terminates the Rental Agreement, the Company shall be entitled to terminate the Rental Agreement that:

13.1.1 the Customer breaches the Terms and Conditions;

the value of the Rental Agreement to the Customer.]

the total Rental Fees payable by the Customer.

15. Communication and Contact

The Customer may contact the Company at any of its branch[es], by telephone on <<Insert Telephone Number>>, by email at <<Insert Email Address>>, or by pre-paid post to <<Insert Address>>.

person at [any of] the Company's branch[es], by telephone on <<Insert Telephone Number>>, by email at <<Insert Email Address>>, or by pre-paid post to <<Insert Address>>.

16. Complaints and Feedback

16.1 The Company always endeavours to ensure that its customers' experience of the Company is as good as possible and the opportunity to raise complaints is always available.

from its customers and, whilst the Company always endeavours to ensure that its customers' experience of the Company is as good as possible, the Company nevertheless welcomes any feedback from its customers.

16.2 All complaints are handled in accordance with the Company's complaints handling policy and procedure.

with the Company's complaints handling policy and procedure at <<Insert Location(s)>>.

16.3 If the Customer wishes to raise a complaint with the Company, including in relation to the Rental Agreement, the Customer should contact the Company in one of the following ways:

any aspect of its dealings with the Company in relation to these Terms and Conditions, the Customer should contact the Company in one of the following ways:

16.3.1 [In writing, to the Customer Services Department]

Name And/Or Position And/Or Department]

16.3.2 [By email, to the Customer Services Department]

Name And/Or Position And/Or Department <<Insert Email Address>>];

16.3.3 [Using the Complaints Form included with the Rental Agreement]

form, following the instructions included with the Rental Agreement]

16.3.4 [By contacting the Customer Services Helpline on <<Insert Telephone Number>>]

telephone on <<Insert Telephone Number>> when prompted.]]

17. Entire Agreement

17.1 The documents comprising the Rental Agreement, these Terms and Conditions and any other documents incorporated into the Rental Agreement, contain the entire agreement between the Parties with respect to its subject matter and supersede all other agreements or arrangements signed by the duly authorised representatives of the Parties.

Agreement, these Terms and Conditions and any other documents incorporated into the Rental Agreement, contain the entire agreement between the Parties with respect to its subject matter and supersede all other agreements or arrangements signed by the duly authorised representatives of the Parties.

17.2 Each Party acknowledges that, in entering into the Rental Agreement, neither Party gives any warranty or representation, warranty or other assurance in relation to the documents comprising the Rental Agreement.

into the Rental Agreement, neither Party gives any warranty or representation, warranty or other assurance in relation to the documents comprising the Rental Agreement.

18. Other Important Terms

18.1 The Company may assign its obligations and rights under these Terms and Conditions to a third party (this may include the sale of the Company) without this occurring affecting the rights under these Terms and Conditions.

obligations and rights under these Terms and Conditions (including the Rental Agreement, as applicable) to a third party (this may include the sale of the Company) without this occurring affecting the rights under these Terms and Conditions.

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Company's obligation
who will remain bound

will be transferred to the third party

18.2 The Customer may
these Terms and Conditions
without the Company's

their obligations and rights under
Rental Agreement, as applicable)
cession.

18.3 The Rental Agreement
intended to benefit
person or party will
Conditions.

Customer and the Company. It is not
third party in any way and no such
any provision of these Terms and

18.4 If any of the provisions
unlawful, invalid or
that / those provisions
Terms and Conditions
valid and enforceable

and Conditions are found to be
by any court or other authority,
removed from the remainder of these
these Terms and Conditions shall be

18.5 No failure or delay in
Terms and Conditions
the Company of a
means that it will
provision.

exercising any of its rights under these
waived that right, and no waiver by
of these Terms and Conditions
breach of the same or any other

19. Governing Law and Jurisdiction

19.1 These Terms and
between the Customer
shall be governed by

Agreement, and the relationship
(whether contractual or otherwise)
in accordance with English law.

19.2 Any dispute, controversy
Company relating to
the relationship between
or otherwise) shall
Courts.

dispute between the Customer and the
Conditions, the Rental Agreement, or
the Company (whether contractual
exclusive jurisdiction of the English

<<insert choice>>]

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