

VAN & TRUCK RENTAL TERMS AND CONDITIONS (B2B)

BACKGROUND:

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

A. To the rental of all <<insert business name>> [, trading as <<insert business name>>], a <<insert business type, e.g. Ltd, LLP, Private Limited Company etc.>> [registered in England and Wales with company registration number>>] [,whose registered address is <<insert address>>] and] whose main trading address is <<insert address>> ("the Customer")

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 meanings:

"Business"

trade, craft, or profession carried on 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 Rights Act 2015, to say an individual who rents the Vehicle for personal use and for purposes other than the purposes of any Business;

"Customer"

who is renting the Vehicle subject to these Terms and Conditions (as that meaning is defined in clauses 1.2.6 and 1.3 below);;

"DD Offence"

dangerous driving motoring offence;

"DR Offence"

driving motoring offence;

"Force Majeure"

events 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"

chosen recovery service, <<insert details>>

"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 communication in written or facsimile transmission or any other electronic form;
 - 1.2.2 a statute or regulation includes a reference to that statute or regulation as 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; and
 - 1.2.5 a “Party” or “parties” includes the parties to these Terms and Conditions;
 - 1.2.6 As the context requires, “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 third party 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.
- 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 regulator(s) 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 relevant legislation, the Company offers the following Classes of Vehicle:

Class	Type
<<e.g. Class A>>	Small van (e.g. Ford Transit) >>
<<e.g. Class B>>	SWB Van (e.g. Ford Transit) >>
<<e.g. Class C>>	MWB Van (e.g. Mercedes) >>
<<e.g. Class D>>	LWB Van (e.g. Ford Transit) >>
<<e.g. Class E>>	uton Van (e.g. Vauxhall Movano) >>
<<e.g. Class F>>	Minibus (e.g. Ford Transit) >>
<<e.g. Class G>>	Refridgerated Van (e.g. Vauxhall) >>
<<e.g. Class H>>	7.5 ton Van (e.g. Iveco) >>

4. Driver Eligibility Requirements

- 4.1 The Customer must hold a valid driving licence which has been held for a minimum period of <<insert period e.g. 1 year>> at the commencement date of the hire. In the case of UK driving licences both the photocard licence and the full licence must be produced before the Vehicle will be accepted. Copies of licences will not be accepted.
- 4.2 The Customer must be at least <<insert minimum age>> [and not more than <<e.g. 75>>] years of age to drive the Vehicle. Customers under the age of <<e.g. 25>> may only drive a Vehicle if authorised by the Company.
- 4.3 In order to rent a Vehicle, the Customer must be in possession of either a valid driving licence which was obtained before January 1997 or an equivalent licence if the Customer has passed their driving test since that date.
- 4.4 In order to rent a Vehicle, the Customer must be in possession of a D1 category driving licence and have been driving for at least <<e.g. 5 years>> post-qualification.
- 4.5 Customers with more than <<insert number>> penalty points on their driving licence

S

A

M

P

L

E

will not be permitted to drive the Vehicle from the Company.

4.6 Customers who have held a valid driving licence for less than 12 months or more than 36 months will not be permitted to rent a Vehicle from the Company for a period of <<e.g. 5 years>>.

4.7 The Customer must provide 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 delivered to the Customer at the time, date and location shown in the Rental Agreement.

5.2 The agreed Rental term is 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, the Company shall charge the Customer at the normal daily rate plus any applicable surcharges or excess mileage charges. 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 prior to the end of the Rental term, they 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 shall endeavour to satisfy such requests for extensions, but is not obliged to do so. The Customer bears the cost of any extension beyond the original 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 than the original Vehicle. If the replacement Vehicle is of a lower Class than the original Vehicle, the availability of replacement Vehicles shall be 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 set out in the Rental Agreement. In addition to the Rental Fee, the Customer shall be charged for any applicable surcharges and any additional items which may be used during the Rental term.

6.2 Payment may be made by cash or credit/debit card. A security deposit of £<<e.g. 500>> will be taken at the time of collection of the Vehicle. The security deposit will be refunded to the Customer at the end of the Rental term.

above <<e.g. Class B>>] from the Company.

driving for a period of <<e.g. 12 months>>, DR or UT Offence will not be permitted to rent a Vehicle from the Company for a period of <<e.g. 5 years>> or suspension of their licence.

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.

action by the Customer at the time, date and location shown in the Rental Agreement.

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.

Vehicle by more than <<e.g. 1 hour>> the Customer shall be charged for an additional day's rental at the normal daily rate plus any applicable surcharges or excess mileage charges. The provisions of this sub-clause shall apply daily until the Vehicle is returned.

l term they may do so at any time prior to the end of the Rental term. Extensions may be made for up to <<e.g. 30 days>> subject always to the availability of the Vehicle. The Company shall endeavour to satisfy such requests for extensions, but is not obliged to do so. The Customer bears the cost of any extension beyond the original Rental term.

e 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 than the original Vehicle. If the replacement Vehicle is of a lower Class than the original Vehicle, the availability of replacement Vehicles shall be 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.

erence to the length of the Rental term. In addition to the Rental Fee, the Customer shall be charged for any applicable surcharges and any additional items which may be used during the Rental term.

bit card. A security deposit of £<<e.g. 500>> will be taken at the time of collection of the Vehicle. The security deposit will be refunded to the Customer at the end of the Rental term.

S

A

- M

P

- 

- 7.7.2 Use the Vehicle for the presence of alcohol or drugs;
- 7.7.3 Use the Vehicle for instructing learner drivers;
- 7.7.4 Allow any other individual who is the Customer or individual not named on the Rental Agreement to drive the Vehicle for the Customer;
- 7.7.5 Use the Vehicle to transport passengers for financial gain;
- 7.7.6 Use the Vehicle for the purposes of a Business; or
- 7.7.7 Sub-rent the Vehicle.
- 7.8 Unless otherwise agreed in writing, the Customer may only drive the Vehicle within <> and Ireland>>.
- 7.9 The Vehicle will be returned with a full tank of either petrol or diesel, as appropriate. If at the end of the Rental the Customer shall ensure that they use the same fuel. The Vehicle must be returned to the Company with a full tank. If the Customer does not do so will result in the Customer being charged for the shortfall [and an excess of £<> >>].
- 7.10 In the event that the Customer does not refuel the Vehicle, they must neither drive it nor allow it to be driven. The Customer must contact the Company and the Police to report the loss of fuel. The Customer will be charged at the full rate for any fuel used. The Customer must also pay for any expenses incurred by the Company in recovering the Vehicle.
- 7.11 The Customer must ensure that all security systems are engaged and activate any installed security systems when leaving the Vehicle. The Customer must ensure that the Vehicle is secure for the full length of time for which it will be so left.

8. Vehicle Care and Maintenance

- 8.1 The Vehicle will be returned to the Company in a road-worthy condition having been fully valeted and serviced. The Company will carry out a mechanical inspection which includes checks on all tyres.
- 8.2 The Customer shall ensure that the Vehicle is returned to the Company in a similar road-worthy condition to that in which it was collected. The Customer is not required to clean the Vehicle under any circumstances. Any spillages or stains inside the Vehicle which occur during the Rental [must be cleaned by the Customer] OR [will be cleaned by the Company at a charge]. No replacement of fluids by the Customer may (but not must), if necessary, refill the Vehicle with suitable pre-mixed or diluted screen wash.
- 8.3 If the tyres on the Vehicle are damaged during the term of the Rental for any reason other than normal wear and tear the Customer must replace, at their own expense, the damaged tyres with new tyres of the same [brand,] type and dimensions. The Customer must ensure that the Company of any such replacements is approved by the Company.
- 8.4 The Rental is included in the Company's Recovery Service which shall be provided by the Company. The Customer will be provided with contact details for the Recovery Service at the time of collection. Under no circumstances should the Customer use any other recovery service.
- 8.5 If any mechanical fault occurs during the term of the Rental the Customer must immediately stop the Vehicle and contact the Company.

S

whereupon the Company shall take the necessary action. The cost of such action shall be required provided that the damage is not the fault of the Customer and provided that the work is carried out by an authorised repairer.

the Recovery Service to take the expense of any remedial work not found to be the fault of the Customer. The work is carried out by an authorised

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

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.

8.5 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.

8.8 The Company shall be responsible for any damage to the Vehicle made such as that caused by hitting low-level objects. Such damage shall be deemed full

is fully insured pursuant to Clause 9. If any damage occurs to the Vehicle which an insurance claim cannot be made for, the Company shall be responsible for the cost of repairs to the Vehicle. If the damage is caused by identified persons or vehicles or by low-hanging trees, the Customer

9. Insurance

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

part of the Rental. This cover includes the following:

9.1.1 Death or personal injury to any third party;

third party;

9.1.2 Damage to third party property (limited to £<< >>); and

property (limited to £<< >>); and

9.1.3 Theft of the Vehicle or attempted theft of the Vehicle during an

theft of the Vehicle during an

9.2 A loss and collision 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 responsible for loss of or damage to the Vehicle. In the event of such damage the Customer shall pay an excess of up to £<< >>.

available as part of the Rental on payment of an additional fee. If the Customer opts for such waiver, the Company shall be responsible for loss of or damage to the Vehicle. In the event of such damage the Customer shall pay an

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

personal belongings is available as part of the Rental on payment of an additional fee of £<< >>. Full details of such insurance are available on request. 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 must follow the following steps:

the Customer must not admit any fault or responsibility. The Customer must follow the following steps:

10.1.1 Make a detailed note of the names, addresses, telephone numbers and car registration details of any other parties involved in the accident – in particular those parties are the owners of their respective vehicles.

names, addresses, telephone numbers and car registration details of any other parties involved in the accident – in particular those parties are the owners of their

10.1.2 Make a detailed note of the names, addresses and telephone numbers of any witnesses.

addresses and telephone numbers of any witnesses.

10.1.3 Contact the police if there are any suspected injuries or any disputes over the accident.

any suspected injuries or any disputes over the accident.

A

M

P

L

E

S

10.1.4 Contact the company from which the Vehicle was collected and report the accident, following any further instructions from the company.

10.1.5 Secure the Vehicle at the location, with police assistance if necessary.

10.2 If the Vehicle is stolen, the customer must firstly inform the police of the incident, providing details of the location where the Vehicle was collected, the information provided by the police and the Vehicle number.

10.3 Unless the Customer agrees in writing, the Company will not pay for anything inside or attached to the Vehicle that is not the property of the company.

A

11. Fines, Penalties, Tolls and

11.1 In the event that a fine or similar penalty is issued during the Rental Period the Company will require them to pay the fine either as a condition of returning the Vehicle or as the case may be.

11.2 If the Customer returns the Vehicle while the Vehicle is in their possession full payment of any fines must 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.

M

12. Data Protection

12.1 All personal information that the Company may use will be collected, processed, and held 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, not limited to, the purpose(s) for which personal data is collected, or bases for using it, details of the Customer's rights, and personal data sharing (where applicable), please refer to the Company's Privacy Notice [available at <<insert location>>] or schedule <<insert number>>].

P

13. Termination

13.1 Where the Customer breaches the Terms and Conditions, the Company shall be entitled to terminate the Rental Agreement and that:

13.1.1 the Customer shall be liable for any damages and costs;

13.1.2 the Customer shall be liable for any belongings confiscated in order to satisfy debts;

13.1.3 the Customer shall be liable for any claims made against them.

L

E

- 13.2 Where the Customer terminates the Rental Agreement, the Company shall be entitled to terminate the Rental Agreement and the Terms and Conditions;
- 13.2.1 the Customer shall be liable for the full amount of the Rental Fees and Conditions;
- 13.2.2 the Customer shall be liable for the full amount of the Rental Fees and Conditions or liquidation either voluntary or compulsory or for the purposes of bona fide corporate reconstruction or a receiver is appointed in respect of the whole or part of the Company;
- 13.3 In the event of termination of the Rental Agreement for any of the following reasons:
- 13.3.1 all payments due under the Rental Agreement shall become due and immediately payable;
- 13.3.2 the Company shall have the right to request the immediate return of the Vehicle and may charge the Customer for the costs involved in such repossession.

14. The Company's Liability

- 14.1 The Company will not be liable to the Customer for any failure or delay in performing the Company's obligations under the Rental Agreement if such failure or delay results from Force Majeure;
- 14.2 The Company shall not be liable to the Customer in contract or tort (including negligence) by reason of any breach of these Terms and Conditions or other express term of the Rental Agreement, or any negligent or innocent misrepresentation, or any breach of the Company's duty at common law, for any:
- 14.2.1 loss of use of the Vehicle;
- 14.2.2 interruption of the use of the Vehicle;
- 14.2.3 loss of income;
- 14.2.4 loss of business;
- 14.2.5 loss of profit;
- 14.2.6 loss of anticipated profit;
- 14.2.7 any indirect loss, damage, costs, expenses or other claim arising from any accident or damage to the Vehicle or any of its agents or employees or sub-contractors or any person or entity in connection with the performance of the Rental Agreement or any claims arising under these Terms and Conditions and the Rental Agreement;
- 14.3 Nothing in these Terms and Conditions shall be intended to or will exclude or limit the Company's liability for personal injury caused by its negligence (including that of its agents or sub-contractors) or for fraud or fraudulent misrepresentation;
- 14.4 [Without prejudice to the Company's total liability under the Rental Agreement, the value of the 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 email at <<insert email address>>, or by pre-paid post to <<insert address>>.

16. Complaints and Feedback

16.1 The Company always welcomes feedback from its customers and, whilst the Company always endeavours to ensure that its customers' experience is as good as possible, the Company nevertheless welcomes the opportunity to receive feedback from its customers.

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

16.2 All complaints are handled in accordance with the Company's complaints handling policy and procedure, which is available on <<insert location(s)>>.

with the Company's complaints handling policy and procedure, which is available on <<insert location(s)>>.

16.3 If the Customer wishes to raise a complaint with the Company, including in relation to these Terms and Conditions, the Rental Agreement, or any other document, the Customer should contact the Company in one of the following ways:

any aspect of its dealings with the Company, including 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 attention of the Customer Service department]

to the attention of the Customer Service department]

16.3.2 [By email, to the attention of the Customer Service department]

to the attention of the Customer Service department]

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

form, following the instructions included with the Rental Agreement]

16.3.4 [By contacting the Customer Service telephone on <<insert telephone number>> [at <<insert location(s)>>]]

telephone on <<insert telephone number>> [at <<insert location(s)>>]]

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 any previous agreements 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 any previous agreements 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, representation, warranty or other assurance in relation to the documents comprising the Rental Agreement.

into the Rental Agreement, neither Party gives any warranty, 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 Company's business) if this occurs the Customer's obligations and rights under these Terms and Conditions will not be affected and the Company's obligations and rights will be transferred to the third party who will remain bound by these Terms and Conditions.

obligations and rights under these Terms and Conditions to a third party (this may include the Company's business) if this occurs the Customer's obligations and rights under these Terms and Conditions will not be affected and the Company's obligations and rights will be transferred to the third party who will remain bound by these Terms and Conditions.

18.2 The Customer may assign its obligations and rights under these Terms and Conditions to a third party (this may include the Customer's business) if this occurs the Company's obligations and rights under these Terms and Conditions will not be affected and the Customer's obligations and rights will be transferred to the third party who will remain bound by these Terms and Conditions.

their obligations and rights under these Terms and Conditions to a third party (this may include the Customer's business) if this occurs the Company's obligations and rights under these Terms and Conditions will not be affected and the Customer's obligations and rights will be transferred to the third party who will remain bound by these Terms and Conditions.

S

without the Company's prior written permission.

18.3 The Rental Agreement is intended to benefit the Customer and the Company. It is not intended to benefit any third party in any way and no such person or party will be entitled to rely on any provision of these Terms and Conditions.

Customer and the Company. It is not intended to benefit any third party in any way and no such person or party will be entitled to rely on 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 unenforceable by any court or other authority, that / those provisions shall nevertheless remain valid and enforceable in all other respects.

and Conditions are found to be unlawful, invalid or unenforceable by any court or other authority, that / those provisions shall nevertheless remain valid and enforceable in all other respects.

18.5 No failure or delay 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 a breach of these Terms and Conditions shall constitute a breach of the same or any other provision.

exercising any of its rights under these Terms and Conditions shall constitute a waiver of that right, and no waiver by the Company of a breach of these Terms and Conditions shall constitute a breach of the same or any other provision.

19. Governing Law and Jurisdiction

19.1 These Terms and Conditions shall govern the relationship between the Customer and the Company, whether contractual or otherwise, and shall be governed by the law of England and Wales.

Agreement, and the relationship between the Customer and the Company, whether contractual or otherwise, and shall be governed by the law of England and Wales.

19.2 Any dispute, controversy or claim between the Customer and the Company relating to the relationship between them (whether contractual or otherwise) shall be referred to the exclusive jurisdiction of the English Courts.

dispute, controversy or claim between the Customer and the Company relating to the relationship between them (whether contractual or otherwise) shall be referred to the exclusive jurisdiction of the English Courts.

A

M

P

L

E

<<insert choice>>]

S
A
M
P
L
E