#### VAN & TRUCK R

#### **BACKGROUND:**

These Terms and Conditions are t

- A. To the rental of all <<insert name>> [, trading as <<ins <<insert business type, e.g etc.>> [registered in Englar registered address is <<ins is <<insert address>> ("the
- B. Where the Customer is ren as a "Consumer", as define

## 1. Definitions and Interpreta

 In these Terms an following expression

"Business"

"CD Offence"

"Class"

"Consumer"

"Customer"

"DD Offence"

"DR Offence"

"Force Majeure"

"Recovery Service"

"Rental"



#### NDITIONS (B2B)

shall apply:

buses>> from <<insert business ent from company name>>,] a p, LLP, Private Limited Company t registration number>>] [,whose and] whose main trading address

urposes of a "Business" and not erms and Conditions.

e context otherwise requires, the anings:

ade, craft, or profession carried any other person/organisation;

ng motoring offence;

o which the Vehicle falls as pany and set out in Clause 3 of itions:

as defined by the Consumer to say an individual who rents personal use and for purposes e the purposes of any Business;

no is renting the Vehicle subject to itions (as that meaning is es 1.2.6 and 1.3 below);;

ingerous driving motoring offence;

driving motoring offence;

is beyond the reasonable control including, but not limited to: service provider failure; strikes, strial action suffered by the Party actors; civil unrest; fire; explosion; kes; subsidence; acts of terrorism acts of war; governmental action; ral disaster;

chosen recovery service, <<insert

Vehicle by the Customer subject nditions:





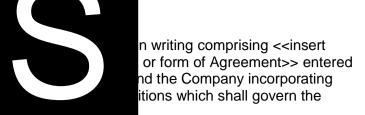
#### "Rental Agreement"

"Rental Fees"

"UT Offence"

"Vehicle"

- 1.2 Unless the context Conditions to:
  - 1.2.1 "writing", an communicat similar mean
  - 1.2.2 a statute or provision as
  - 1.2.3 "these Term Conditions a the relevant
  - 1.2.4 a Clause or Conditions ( Schedule: a
  - 1.2.5 a "Party" or Conditions.
  - 1.2.6 As the content nominated but Customer so Customer of
- 1.3 An individual signi
  Customer hereby re
  of that Customer to
  and warranty. If the
  instead be deemed
  signed the Rental A
- 1.4 The headings used and shall have n Conditions.
- 1.5 Words imparting the
- 1.6 References to any



e sum payable by the Customer nined under Clause 6 of these

norised taking motoring offence;

ng into one of the Classes set out Customer is renting for the Agreement.

th reference in these Terms and

on, includes a reference to any nic or facsimile transmission or

is a reference to that statute or at the relevant time;

reference to these Terms and s as amended or supplemented at

e to a Clause of these Terms and s) or a paragraph of the relevant

the parties to these Terms and

'Customer" includes the individual Vehicle for the Customer, and the preach by that individual of any rms and Conditions

ent ("signatory") on behalf of a nat the signatory has the authority ny will rely on that representation such authority, the signatory shall d personally liable as if s/he had er.

nditions are for convenience only rpretation of these Terms and

clude the plural and vice versa.

ther gender.



#### 2. Information About The C

- 2.1 [VAT number <<in
- 2.2 [The Company is re
- 2.3 [The Company is a
- 2.4 **[**<< Insert further info

#### 3. Vehicle Classes

Subject to the provisions Vehicle:

Class
< <e.g. a="" class="">&gt;</e.g.>
<e.g. b="" class="">&gt;</e.g.>
< <e.g. c="" class="">&gt;</e.g.>
<e.g. class="" d="">&gt;</e.g.>
< <e.g. class="" e="">&gt;</e.g.>
< <e.g. class="" f="">&gt;</e.g.>
< <e.g. class="" g="">&gt;</e.g.>
< <e.g. class="" h="">&gt;</e.g.>

#### 4. Driver Eligibility Requirer

- 4.1 The Customer mus licence which has to commencement date photocard licence at the Vehicle will be accepted.
- 4.2 The Customer mus years of age to driv only drive a Vehicle
- 4.3 In order to rent a possession of eithe January 1997 or an since that date.
- 4.4 In order to rent a category driving lic years>> post-qualifi
- 4.5 Customers with md

e(s) of regulator(s)>>.]

e(s) of association(s) etc.>>.]

ny offers the following Classes of

## **Type**

mall van (e.g. Ford Transit

WB Van (e.g. Ford Transit)>>

/IWB Van (e.g. Mercedes

WB Van (e.g. Ford Transit)>>

uton Van (e.g. Vauxhall Movano

/linibus (e.g. Ford Transit

Refridgerated Van (e.g. Vauxhall

'.5 ton Van (e.g. Iveco go)>>

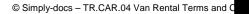
as opposed to provisional) driving insert period e.g. 1 year>> at the ase of UK driving licences both the tilcence must be produced before er. Copies of licences will not be

[and not more than <<e.g. 75>>] under the age of <<e.g. 25>> may company.

above the Customer must be in ence which was obtained before omer has passed their driving test

must be in possession of a D1 een driving for at least <<e.g. 5

alty points on their driving licence



will not be permitte Company.

- 4.6 Customers who had months or more as permitted to rent a period of <<e.g. 5 y
- 4.7 The Customer must driving licence) who Customer's home a passports, bank sta

#### 5. Rental Term

- 5.1 The Vehicle will be date and location sh
- 5.2 The agreed Renta Customer must retu Rental Agreement ( of the Rental term.
- 5.3 If the Customer is I the Company shall normal daily rate surcharges or exce provisions of this su is returned.
- 5.4 If the Customer wis prior to the end of t to arrange such an days>> subject alw customers. The Corequests for extens the Customer beyon
- 5.5 The Company rese
  In the event that
  reimbursed for any
  will be issued imme
  the closest Class th
  a lower Class no di
  in higher Classes
  Clause 3. If the Ve
  description of actio
  costs associated wi

#### 6. Fees and Payment

- 6.1 The Rental Fees w term, the Class of items which may be
- 6.2 Payment may be m >> will be taken at

ove <<e.g. Class B>>] from the

riving for a period of <<e.g. 12>>, DR or UT Offence will not be ass B>>] from the Company for a pration of their licence.

identification (in addition to their . At least one should include the ns include, but are not limited to,

ction by the Customer at the time, ment.

in the Rental Agreement. The npany at the location shown in the the collection location) at the end

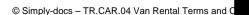
cle by more than <<e.g. 1 hour>> r an additional day's rental at the any additional relevant charges, will be extended by one day. The nue to apply daily until the Vehicle

I term they may do so at any time stomer must contact the Company may be made for up to <<e.g. 30 prior reservations made by other easonable endeavours to satisfy the availability of the Vehicle to sting Rental term.

e Vehicle immediately at any time. this right the Customer will be ys remaining in the Rental term or nt Vehicle of the same Class or of st. If the replacement Vehicle is of vailability of replacement Vehicles eligibility requirements set out in the Company on request << Insert ustomer shall be charged for any

rence to the length of the Rental nt surcharges and any additional

bit card. A security deposit of £<< error which will be refunded to the



Customer at the en during the Rental te are incurred, they w

- 6.3 The Customer's car with the deposit set end of the Rental te Customer opts to pr
- 6.4 If full payment cannal fault of the Compactor charged interest at bank>> on the outs actual date of payment.
- 6.5 Where VAT is charged Fees will be shown amount and the VA each other in bills, it

7. Vehicle Usage

- 7.1 The Customer may intended. The Vehic should be loaded in damage. In the cas maximum number of that number at any
- 7.2 The Customer may carrier other than th
- 7.3 Towing is permitted Company will infor Vehicle [and provided of collection.
- 7.4 The Vehicle must n of inflammable, toxi goods or substance
- 7.5 Subject to the prio transport domestic not permitted (save under sub-Clause 7
- 7.6 Use of the Vehicle of "normal public road permitted. This prob
  - 7.6.1 Off-road driv
  - 7.6.2 Participating
  - 7.6.3 Speed testing
- 7.7 Further restrictions may not:
  - 7.7.1 Use the Vel limits and ot

vided no costs have been incurred .9, [8.2], 8.8 and 9.3. If such costs security deposit.

the start of the Rental term along /hen the Vehicle is returned at the pe charged to that card unless the of payment.

late for any reason other than the systems the Customer shall be above the base rate of <<insert the due date up to and including the

AT inclusive amount of the Rental and in addition the VAT exclusive unt will be shown separately from lists.

the normal purpose for which it is its maximum design capacity and not put the Vehicle at any risk of omer shall be made aware of the of collection and must not exceed

box or any other form of external ed by the Company.

has been fitted with a towbar. The maximum towing weight for the ct usage of the towbar] at the time

ces, be used for the transportation biohazardous or other dangerous

any, Customers are permitted to transportation of other animals is ich are being towed as permitted

rmal public roads (the definition of , driveways, car parks etc.) is not it limited to:

titions of any kind; and

use of the Vehicle. The Customer

oses (including exceeding speed way Code);



#### 7.7.2 Use the Veh

- 7.7.3 Use the Veh
- 7.7.4 Allow any dindividual no Customer;
- 7.7.5 Use the Veh
- 7.7.6 Use the Veh
- 7.7.7 Sub-rent the
- 7.8 Unless otherwise a the Vehicle within <
- 7.9 The Vehicle will be diesel, as appropri ensure that they us Company with a fu being charged for the
- 7.10 In the event that the neither drive it nor a Company and the necessary action. expenses incurred to the necessary action.
- 7.11 The Customer must systems when leav which it will be so le

ence of alcohol or drugs;

structing learner drivers;

dividual who is the Customer or mer to drive the Vehicle for the

ssengers for financial gain;

rposes of a Business; or

ntal, the Customer may only drive n and Ireland>>.

r with a full tank of either petrol or f the Rental the Customer shall Vehicle must be returned to the do so will result in the Customer [and an excess of £<< >>].

ect fuel in the Vehicle they must el. The Customer must contact the its Recovery Service to take the charged at the full rate for any egard.

and activate any installed security pective of the length of time for

### 8. Vehicle Care and Mainter

- 8.1 The Vehicle will be fully valeted and s topping up all neces
- 8.2 The Customer shal similarly road-worth the Vehicle under Vehicle which occu Customer] OR [will the Customer is r necessary, refill the screen wash.
- 8.3 If the tyres on the \( \) any reason other their own expense, dimensions. The replacements.
- 8.4 The Rental is inclu
  Company's Recove
  details for the Re
  circumstances shou
- 8.5 If any mechanical f must immediately

oad-worthy condition having been anical inspection which includes becks on all tyres.

is returned to the Company in a Customer is not required to clean any spillages or stains inside the Rental [must be cleaned by the rge]. No replacement of fluids by ustomer may (but not must), if with suitable pre-mixed or diluted

d during the term of the Rental for ar the Customer must replace, at /res of the same [brand,] type and n the Company of any such

r which shall be provided by the ner will be provided with contact time of collection. Under no other recovery service.

term of the Rental the Customer nicle and contact the Company



whereupon the Co necessary action. T required provided t Customer and prov repairer.

- 8.6 The Customer sho includes, but is not
- 8.7 In the event of fai option of repairing the Customer. Please
- 8.8 The Company shall 9. If any damage or made such as that hitting low-level obj shall be deemed ful

ts Recovery Service to take the he expense of any remedial work not found to be the fault of the k is carried out by an authorised

- any repairs to the Vehicle. This pairs and bodywork repairs.
- 8.5 the Company shall have the replacement Vehicle available to 5.6.

is fully insured pursuant to Clause hich an insurance claim cannot be ntified persons or vehicles or by low-hanging trees, the Customer

#### 9. Insurance

- 9.1 Standard insurance includes the following
  - 9.1.1 Death or per
  - 9.1.2 Damage to t
  - 9.1.3 Theft of the attempted th
- 9.2 A loss and collision payment of an additional insurance Vehicle. In the event excess of up to £<<
- 9.3 Additional cover for part of the Rental c such insurance are insurance.

part of the Rental. This cover

d party;

ty (limited to £<< >>); and

licted upon the Vehicle during an

ailable as part of the Rental on he Customer opts for such waiver d for loss of or damage to the nage the Customer shall pay an

ersonal belongings is available as nal fee of £<< >>. Full details of and conditions specific to that

#### 10. Accidents and Theft

- 10.1 In the event of a responsibility. The (
  - 10.1.1 Make a det and car reg accident ir respective v
  - 10.1.2 Make a deta of any witnes
  - 10.1.3 Contact the disputes ove

er must not admit any fault or following steps:

s, addresses, telephone numbers ny other parties involved in the ose parties are the owners of their

addresses and telephone numbers

f any suspected injuries or any

## 10.1.4 Contact the collected ar instructions

- 10.1.5 Secure the necessary.
- 10.2 If the Vehicle is st incident, providing Company by contact providing all details including, where rel
- 10.3 Unless the Custome Company will not p the Vehicle that is n

#### 11. Fines, Penalties, Tolls an

- In the event that a 11.1 which concerns th immediately inform to the Company or
- 11.2 If the Customer re possession full pavi to the relevant auth
- 11.3 If the Customer tak including but not Customer shall be s

#### **12**. **Data Protection**

- All personal inforr 12.1 processed, and he 2016/679 General rights under the GD
- For complete detail 12.2 retention of persor which personal data Customer's rights (where applicable), from <<insert locati

#### 13. **Termination**

- 13.1 Where the Custon
  - 13.1.1 the Custome
  - 13.1.2 the Custome
  - 13.1.3 the Custome

pany from which the Vehicle was accident, following any further

cation, with police assistance if

st firstly inform the police of the le customer must then inform the h which the Vehicle was collected, information provided by the police e number.

arge set out in sub-Clause 9.3, the for anything inside or attached to mpanv.

fine or similar penalty is issued Rental Period the Company will require them to pay the fine either the case may be.

es while the Vehicle is in their be made by the Customer directly

II road or other chargeable route, Congestion Charging Zone, the ing the requisite charges.

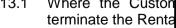
ny may use will be collected, the provisions of EU Regulation on ("GDPR") and the Customer's

llection, processing, storage, and not limited to, the purpose(s) for or bases for using it, details of the hem, and personal data sharing mpany's Privacy Notice [available hedule <<insert number>>].

- Company shall be entitled to that:
- rms and Conditions;

belongings confiscated in order to

hade against them.



satisfy debts

# 13.2 Where the Custome the Rental Agreement

- 13.2.1 the Custome
- 13.2.2 the Custome compulsory reconstruction of the whole
- 13.3 In the event of term
  - 13.3.1 all payments and immedia
  - 13.3.2 the Compan return of the Customer fo

## 14. The Company's Liability

- 14.1 The Company will performing the Com Force Majeure;
- 14.2 The Company shal reason of any bread express term of th implied warranty, misrepresentation, of
  - 14.2.1 loss of use of
  - 14.2.2 interruption
  - 14.2.3 loss of incor
  - 14.2.4 loss of busir
  - 14.2.5 loss of profit
  - 14.2.6 loss of antic
  - 14.2.7 any indirect or other clai

arising from any a employees or sub-o the performance of Conditions and the

- 14.3 Nothing in these Te the Company's liab (including that of it fraudulent misrepre
- 14.4 [Without prejudice Company's total lial the value of the Rethe Customer.]

pany shall be entitled to terminate

erms and Conditions;

or liquidation either voluntary or oses of bona fide corporate a receiver is appointed in respect

ve reasons:

ntal Agreement shall become due

ate right to request the immediate the Vehicle and may charge the volved in such repossession.

stomer for any failure or delay in such failure or delay results from

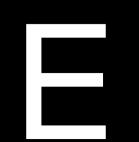
t or tort (including negligence) by ese Terms and Conditions or other breach by the Company of any n, or any negligent or innocent er duty at common law, for any:

al loss, damage, costs, expenses

company or any of its agents or person or entity in connection with ns arising under these Terms and

ntended to or will exclude or limit al injury caused by its negligence r sub-contractors) or for fraud or

provisions of this Clause 14, the and Conditions shall be limited to the total Rental Fees payable by



#### 15. Communication and Con

The Customer may conta branch[es], by telephone address>>, or by pre-paid

#### 16. Complaints and Feedbac

- 16.1 The Company alwa
  Company always
  customers' experier
  the opportunity to re
- 16.2 All complaints are handling policy and
- 16.3 If the Customer wis Company, including Rental Agreement, following ways:
  - 16.3.1 [In writing, department>
  - 16.3.2 [By email, department>
  - 16.3.3 [Using the included with
  - 16.3.4 [By contact number>> [a

#### 17. Entire Agreement

- 17.1 The documents of Conditions and any Agreement, contain its subject matter a signed by the duly a
- 17.2 Each Party acknow Party gives any wa provision except a Rental Agreement.

#### 18. Other Important Terms

- 18.1 The Company may Terms and Condition third party (this may this occurs the Cus rights under these Company's obligation who will remain bout
- 18.2 The Customer may these Terms and C

rson at [any of] the Company's >, by email at <<insert email name>>, <<insert address>>.

rom its customers and, whilst the endeavours to ensure that its Company nevertheless welcomes

with the Company's complaints n <<insert location(s)>>.

any aspect of its dealings with the nese Terms and Conditions, the ontact the Company in one of the

t name and/or position and/or

name and/or position and/or s>>;1

form, following the instructions

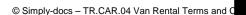
elephone on <<insert telephone sert number>> when prompted.]]

Agreement, these Terms and essly incorporated into the Rental etween the Parties with respect to except by an instrument in writing s of the Parties.

nto the Rental Agreement, neither representation, warranty or other the documents comprising the

bligations and rights under these al Agreement, as applicable) to a the Company sells its business). If by the Company. The Customer's s will not be affected and the vill be transferred to the third party

heir obligations and rights under Rental Agreement, as applicable)



without the Compar

- 18.3 The Rental Agreem intended to benefit person or party will Conditions.
- 18.4 If any of the prov unlawful, invalid or that / those provisio Terms and Conditio valid and enforceab
- 18.5 No failure or delay Terms and Condition the Company of a means that it will was provision.

#### 19. Governing Law and Juris

- 19.1 These Terms and between the Custo shall be governed b
- 19.2 Any dispute, control Company relating the relationship betwor otherwise) shall Courts.

ission.

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

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

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

Agreement, and the relationship whether contractual or otherwise) rdance with English law.

im between the Customer and the ditions, the Rental Agreement, or the Company (whether contractual lusive jurisdiction of the English



<<inse tice>>]