



TERMS & CONDITIONS

Rapid Vehicle Management Limited (the “**Lessor**”)

Registered Office: 98 Liverpool Road, Formby, England, L37 6BS.

Registered Company No: 5714220. VAT No: 931922330.

These terms apply to rental agreements commencing on or after 11th June 2025.

For rentals that began prior to this date, customers are advised to refer to the rental documentation provided at the commencement of their booking.

1. DEFINITIONS OF WORDS USED IN THE CONTRACT

- 1.1 **Conditions:** means the terms and conditions set out in this document.
- 1.2 **Continuous Payment Authority:** consent given by You for **Us** to make one or more requests to a payment service provider for one or more payments from **Your** payment account.
- 1.3 **Contract:** The written agreement, arrangement, commitment and understanding between the Parties made up of the Rental Agreement and these Conditions.
- 1.4 **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK (including, but not limited to: (i) the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (“**UK GDPR**”) (ii) the Data Protection Act 2018 and any regulations made thereunder (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), and (iv) all other legislation and regulatory requirements in force in the UK.
- 1.5 **EV:** electric vehicle.
- 1.6 **Excess Mileage Charge:** charges that You are liable for based on the number of miles the Hire Vehicle has covered over the amount stipulated in the Rental Agreement. Excess Mileage Charges are calculated at the end of the Rental Period on a pence-per-mile basis.
- 1.7 **Fines:** all charges, fines and court costs including parking, traffic, speeding or other offences, vehicle clamping or impound release charges, and any civil penalty payable relating to the Hire Vehicle.
- 1.8 **Hire Charges:** the charges set out in the Rental Agreement which are incurred by You whilst hiring the Hire Vehicle for the Rental Period.
- 1.9 **Hire End Date:** the date as set out in the Rental Agreement (or such later date as agreed between the Parties in writing).
- 1.10 **Hire Start Date:** the date as set out in the Rental Agreement.
- 1.11 **Hire Vehicle:** the motor vehicle identified in the Rental Agreement which You hire from Us (or any vehicle with which We replace it with) during the Rental Period, being a fully taxed vehicle in good working order and repair.
- 1.12 **Incident:** an accident involving the Hire Vehicle or any other incident that results in damage to, or loss or theft of the Hire Vehicle.
- 1.13 **Parties:** the collective term for You and Us (with each of us being a “**Party**”).
- 1.14 **Rental Agreement:** means the document attached to or accompanying these Conditions (or which incorporates these Conditions) that contains, amongst other things, details of You, the Hire Vehicle, charges and insurance.



- 1.15 **Rental Period:** whether the Contract terminates before, on or after the Hire End Date, the period from and including the Hire Start Date up to and including the later of: (i) the Hire End Date and (ii) Us receiving the Hire Vehicle.
- 1.16 **Tolls:** any fees or charges to use a road, bridge or enter an area (including, but not limited to, congestion charges, low emission zone charges, clean air zone charges or any similar charges).
- 1.17 **Weekly Mileage Limit:** the weekly mileage limit stated in the rental Agreement.
- 1.18 **We, Us, Our:** Rapid Vehicle Management Limited, a company registered in England and Wales under company number 5714220, whose registered office is at 98 Liverpool Road, Formby, Liverpool, England, L37 6BS.
- 1.19 **You, Your:** the person or organisation referred to in the Rental Agreement by, or on behalf of whom, the Rental Agreement is signed.

2. PRELIMINARY

- 2.1 You accept all the terms and conditions of the Contract, and the Contract shall come into force, when You sign the Rental Agreement (or, if earlier, when You receive the Hire Vehicle from Us).
- 2.2 You represent, warrant, and undertake that You are entering into the Contract to use, and will use, the Hire Vehicle wholly or mainly for Your trade, profession or business. We shall rely on this to enter into the Contract and provide You with the Hire Vehicle.
- 2.3 You must obtain and provide to Us a valid DVLA license check code from the DVLA website (<https://www.gov.uk/view-driving-licence>). The code is valid for 21 days and it may only be used once for verification.
- 2.4 You must provide Us evidence of Your professional licences and accreditations to drive the Hire Vehicle for Your trade, profession and business.
- 2.5 You must ensure that the driver's licence (and any licence or accreditations for Your trade, profession or business), that are shown to Us or provided to Us at or by the time the Parties enter into the Contract, are Your own and are fully valid.
- 2.6 You authorise Us to verify personal, trade, professional, business, driving or credit information for You through credit agencies, the Driver and Vehicle Licensing Agency (or any successor body) or any other sources of such information.
- 2.7 As between the Parties, the Hire Vehicle shall at all times remain Our property and You shall have no right, title or interest in or to the Hire Vehicle, except the right to possession and use of the Hire Vehicle subject to the terms of the Contract. In any event, nothing in the Contract entitles You to buy the Hire Vehicle from Us or to keep it from Us when we are entitled to receive, recover or repossess it from You under the terms of the Contract (for example, on the Hire End Date).

3. HIRE COMMENCEMENT

- 3.1 Your right to receive and use the Hire Vehicle commences on the Hire Start Date.
- 3.2 We will ensure that the Hire Vehicle is roadworthy and suitable for driving on to by the Hire Start Date.
- 3.3 You must collect the Hire Vehicle unless You request delivery. If You request delivery, we agree to deliver the Hire Vehicle to Your address in Your Rental Agreement for a fee of £250 + VAT, provided we approve the request. Any alternative delivery or collection arrangements must be agreed in writing by both parties.



- 3.4 When You receive the Hire Vehicle at the start of the Rental Period, You must inspect the Hire Vehicle without delay. You will promptly make Us aware of any defects in the Hire Vehicle that You find as part of such inspection. If You do not notify Us of any such defects as required, You will be deemed to have received the Hire Vehicle in perfect working order and condition, save for any existing damage recorded on documentation provided by Us to You at the start of the Rental Period.

4. RENTAL PERIOD ARRANGEMENTS

Hire Vehicle Usage

- 4.1 Only You may drive the Hire Vehicle.
- 4.2 You may only use the Hire Vehicle wholly or mainly for Your trade, profession or business. Any social, domestic or pleasure use must:
- 4.2.1** remain secondary to the primary use for Your trade, profession or business; and
 - 4.2.2** be covered under the applicable insurance policy for the Hire Vehicle.
- 4.3 You will ensure that the Hire Vehicle is:
- 4.3.1** used and driven at all times in a manner which is lawful and safe (and with all due care and attention);
 - 4.3.2** not taken outside the United Kingdom;
 - 4.3.3** not used for racing, for driving instruction, for competition, or for speed testing or time trials of any kind; and
 - 4.3.4** not used for towing or propelling anything (even if the Hire Vehicle has a towbar).
- 4.4 You must not drive the Hire Vehicle if:
- 4.4.1** You no longer possess a valid driving licence and/or other credentials to drive the Hire Vehicle for Your trade, profession or business (for example, without limitation, if You have been disqualified from driving);
 - 4.4.2** the driving would cause damage or defects to the Hire Vehicle (or cause existing damage or defects to get worse, other than fair wear and tear);
 - 4.4.3** the driving is otherwise in non-compliance with these Conditions; or
 - 4.4.4** any combination of any of the above applies.
- 4.5 You must not park the Hire Vehicle at any location where it is at risk of being clamped, towed away or impounded.
- 4.6 You may only use the Hire Vehicle for the normal purpose for which it is intended by its manufacturer, subject to the other terms of the Contract. In the case of a car that purpose is the carrying of passengers (up to the maximum number permitted for that particular Hire Vehicle under the law) and associated luggage within the passenger compartment and luggage compartments of the Hire Vehicle.
- 4.7 Except where the law requires You to do so (for example, guide dogs for the blind), no pets or animals are permitted to be allowed in the Hire Vehicle or transported in the Hire Vehicle.
- 4.8 The Hire Vehicle must not, under any circumstances, be:
- 4.8.1** overloaded or otherwise used in manner contrary to manufacturer specifications, recommendations or guidance; and/or
 - 4.8.2** used for the transportation of any hazardous, toxic, flammable, corrosive, radioactive, harmful, dangerous, strong smelling or illegal materials.
- 4.8.3** You must not:

- 4.8.3.1** use the Hire Vehicle for any illegal purposes - including, but not limited to, exceeding speed limits or otherwise operating the Hire Vehicle or driving in non-compliance with the then latest version of the Highway Code which You must keep up to date with (further information on the Highway Code can be found at <https://www.gov.uk/browse/driving/highway-code-road-safety>);
 - 4.8.3.2** use the Hire Vehicle on anything other than normal public roads (the definition of “normal public roads” includes private roads, drive ways, car parks etc.) is not permitted – it being accepted that this prohibition includes, but is not limited to, off-road driving (this applies even where the Hire Vehicle is a 4x4 or SUV which is capable of such activity);
 - 4.8.3.3** use the Hire Vehicle whilst under the influence of alcohol or drugs;
 - 4.8.3.4** use the Hire Vehicle in any scenario prohibited or otherwise not insured for under any insurance policy mentioned in clause 7;
 - 4.8.3.5** use the Hire Vehicle for the carrying of passengers for financial gain, other than as a licenced private hire driver, taxi driver or chauffer;
 - 4.8.3.6** in respect of any hybrid or EV battery:
 - (1)maintain charge between 20–80% for daily use (unless otherwise advised);
 - (2)allow the battery charge level to fall below 15% except in an emergency (in emergencies (e.g., breakdowns), You may discharge the battery below 15% to reach safety, provided You notify Us within 2 hours and arrange recovery);
 - (3)report charging errors or battery warnings immediately.
 - (4)repeatedly charge the battery to 100% capacity (unless explicitly permitted for the specific vehicle model);
 - (5)leave the vehicle unused at extreme charge levels (e.g., below 15% or above 90% for over 7 days);
 - (6)it being accepted that, in any event, all third-party chargers are at Your own risk for battery degradation, software compatibility issues or overcharging/undercharging damage:
 - a. use charging networks or hardware not approved by Us (a list of approved providers is available on request);
 - b. use damaged, non-standard, or modified charging equipment;
 - c. bypass safety protocols (e.g., force-charging a malfunctioning battery); or
 - 4.8.3.7** do any combination of any of the above.
- 4.9** You must ensure that throughout the Rental Period, the Hire Vehicle is not underlet, pledged, subject to a lien, sold or disposed of in whole or in any parts, and any legal rights over the Hire Vehicle are not passed to any third party.
- 4.10** We are not liable to refund any Hire Charges or pay any compensate to You (nor will We pay any lost income, expenses, or consequential losses) for any period during which the Hire Vehicle is unavailable or unusable due to any of the following scenarios:
- 4.10.1** planned maintenance e.g. routine servicing, MoTs, or inspections (even if arranged by You under Clause 4.16.3);
 - 4.10.2** unplanned repairs e.g. mechanical/electrical failures, recalls, or emergency repairs;
 - 4.10.3** delays due to parts unavailability, garage scheduling, or transport logistics;
 - 4.10.4** vehicle replacements e.g. after a road traffic accident, theft, under Clause 4.15 (with or without notice) or otherwise as permitted under the Contract or by mutual agreement;



- 4.10.5** regulatory/insurance actions e.g. immobilisation for safety, legal, or insurance compliance;
- 4.10.6** downtime due to anything concerning Your licence or the Hire Vehicle's licence not covered above, or (where applicable) You otherwise ceasing temporarily or permanently to have the right to operate the Hire Vehicle lawfully as a licenced private hire driver, taxi driver or chauffeur (to include, but not limited to, lapses, renewals, suspensions, withdrawals or cancellations);
- 4.10.7** Your breach e.g. downtime caused by unauthorised repairs, misuse, or missed appointments;
- 4.10.8** Force majeure e.g. downtime due to anything within the scope of clause 6.10.6; or
- 4.10.9** any combination of any of the above.

Hire Vehicle Condition

- 4.11** You will promptly on Our request (made at any point during the Rental Period) make the Hire Vehicle available for an inspection by Us. We may carry out more than one inspection during the Rental Period.
- 4.12** You are responsible for the Hire Vehicle at all times during the Rental Period.
- 4.13** You will be responsible and liable for any damage to the Hire Vehicle which was not recorded on documentation provided by Us to You at the start of the Rental Period under clause 3.4.
- 4.14** If Your use of the Hire Vehicle during the Rental Period is interfered with to any significant extent by any defect, damage or other event for which You are not responsible in whole or in part under the Rental Agreement, We will repair it (or, at Our choice, replace it with another similar vehicle) as soon as reasonably practicable. However, without affecting Our other rights and remedies, if You cause or are found partly or wholly responsible for damage to the Hire Vehicle (including through a road traffic collision), We reserve the right to refuse a replacement vehicle.
- 4.15** Subject to clause 4.13, We may substitute the Hire Vehicle for another similar vehicle at any point during the Rental Period, with or without notice, as We deem necessary. While We may, at Our sole discretion, provide advance notice for operational convenience (e.g., routine maintenance), You acknowledge that substitutions will typically occur without warning due to, including but not limited to:
 - 4.15.1** safety, regulatory, or insurance requirements;
 - 4.15.2** Your breach of this Contract (e.g., unpaid charges, unauthorised use, or misuse);
 - 4.15.3** Our operational/commercial needs (e.g., fleet reallocation, fleet replacement/upgrades, mechanical issues, or urgent customer demand); or
 - 4.15.4** damage or risk of damage to the Hire Vehicle (regardless of fault); or
 - 4.15.5** any combination of any of the above.
- 4.16** In respect of maintenance:
 - 4.16.1** Subject to the following terms of clause 4.16, We are responsible for organising and funding all routine servicing, maintenance, and MoTs during the Rental Period, ensuring the Hire Vehicle meets at least the manufacturer's recommended standards. This includes: (i) scheduled servicing (e.g., oil

changes, filter replacements), (ii) tyre replacements/wear repairs, and (iii) MoT testing and compliance.

4.16.2 Clause 4.16.1 excludes non-routine maintenance such as: (i) diagnosing and addressing unexpected issues such as engine problems, transmission issues or electrical malfunctions, (ii) emergency repairs, accident repairs or at any time replacing failed or worn-out parts like the alternator, starter motor, clutch or water pump.

4.16.3 You may request for You to arrange routine maintenance (e.g., for convenience or timing reasons), provided: (i) You obtain prior written authorisation from Us for the work, including the chosen garage and cost estimate, (iii) only such approved garages (meeting Our quality standards) are used, (iii) original receipts/invoices are submitted for reimbursement (if applicable), and (iv) no modifications or non-standard parts are fitted without separate approval in writing from Us.

4.16.4 In any event, approved garages must be: (i) VAT-registered, (ii) use OEM/equivalent parts, and (iii) comply with manufacturer servicing guidelines. We reserve the right to inspect any customer-arranged work post-completion.

4.17 We, or a third party operating on behalf of Us, will provide fair and reasonable notice of no less than three days to You when arranging servicing, maintenance or licensing appointments. It is Your responsibility to keep these agreed appointments and otherwise bear any rescheduling costs if You request that an appointment is rescheduled or an appointment is missed.

4.18 You will protect Our interest and the interests of Our insurer by ensuring that You always close all windows of the Hire Vehicle, lock the Hire Vehicle and activate any installed security systems when leaving it unattended, irrespective of the length of time for which it will be so left unattended.

4.19 You shall be responsible for replacing or repairing tyres following tyre punctures and/or damage, to ensure the Hire Vehicle remains road worthy.

4.20 You shall maintain the Hire Vehicle in a fit and proper manner (for example, by performing reasonable checks and maintenance of oil and water levels and tyre pressures) and undertake to return it to Us in the same condition as when received, fair wear and tear excepted.

4.21 You must ensure the Hire Vehicle is protected against bad weather that might cause damage or defects to it.

4.22 You shall be liable for damage to, and loss or theft of, the Hire Vehicle from Your receipt of the Hire Vehicle until its return to Us under the Contract.

4.23 No repairs to or modifications of the Hire Vehicle may be performed without Our written agreement - including, but not limited to, repairs or modifications amounting to or concerning the following:

4.23.1 changing the colour of the Hire Vehicle;

4.23.2 upgrading/replacing wheels, in-car entertainment systems or any other parts of the Hire Vehicle;

4.23.3 wrapping vinyl or other material over all or any aspect of the Hire Vehicle's external body;

4.23.4 window tinting;

4.23.5 change of number plates to 4D plate;

4.23.6 changing number plates or applying any substance or process to them that can reasonably be considered to be for avoiding detection by ANPR cameras;



- 4.23.7** fitting a roof rack, roof box or any other form of external carrier other than those approved in writing and provided by Us;
 - 4.23.8** any other mechanical, electrical, structural or superficial modifications or any affixations; or
 - 4.23.9** any combination of any of the above.
- 4.24 Without affecting Our other rights and remedies, any maintenance or repairs performed without prior authorisation may: (i) void warranties/guarantees on affected parts, and/or (ii) be charged to You at cost (plus a 20% handling fee), and/or (iii) may result in termination of the Rental Agreement.
- 4.25 You will be liable for any Excess Mileage Charge if You exceed the Weekly Mileage Limit during the Rental Period. On any substitution of a Hire Vehicle under the Contract, the Weekly Mileage Limit and any Excess Mileage Charge shall be recalculated by Us by reference to the distance in mileage travelled by the substitute Hire Vehicle at the date of substitution.

At the end of the Rental Period

- 4.26 You must deliver the Hire Vehicle at the end of the Rental Period unless You request collection by us. If You request collection, we agree to collect the Hire Vehicle from Your address stated in Your Rental Agreement for a fee of £250 + VAT, provided we approve the request. Any alternative delivery or collection arrangements must be agreed in writing by both parties Where You fail to deliver (or, if we have agreed to collect, fail to allow collection of the Hire Vehicle) or otherwise fail to return the Hire Vehicle on the Hire End Date, You must pay Us an amount equal to the Hire Charges and other payments for the Hire Vehicle under the Contract for each day or fraction of a day that You retain it. Those additional days (and any fraction of a day) are included in the Rental Period.
- 4.27 We may take any step necessary to recover the Hire Vehicle on or at any time after the Hire End Date and You authorise Us to enter on to Your private property in order to do so. The cost of recovering the Hire Vehicle is payable by You immediately and You will in addition pay an administration charge of £250 + VAT.
- 4.28 You will return the Hire Vehicle to Us in the same condition in which You received it (save for normal wear and tear).
- 4.29 In respect of fuel/energy:
- 4.29.1** If the Hire Vehicle powered by petrol or diesel (i.e. not a hybrid or EV), You must return the Hire Vehicle with at least the same level of fuel as at the start of the Rental Period. If returned with less fuel, You will pay the current forecourt price for the shortfall. You are solely responsible for using the correct fuel type. If incorrect fuel is added: (i) You must notify Us immediately and follow Our instructions, and (ii) You will be liable for all repair costs, recovery fees, and downtime losses.
 - 4.29.2** If the Hire Vehicle has a hybrid/EV battery, You must return the Hire Vehicle with at least the same battery charge level (percentage) as at the start of the Rental Period. If returned with less battery charge, You will pay Our standard recharge fee (per kWh shortfall, plus a £10 service fee). You must only use compatible charging standards (e.g., CCS, Type 2) and avoid damaging the battery (e.g., deep discharge, rapid charging if prohibited). You are liable for all: (i) replacement costs if battery capacity degrades by over 5% during the Rental



Period due to improper use, (ii) diagnostic fees (£150 + VAT) for suspected charging-related damage, and (iii) downtime costs during battery repairs/replacement. We may impose additional fees for battery degradation caused by improper charging (e.g., frequent 0-100% cycles).

- 4.30 You must meet with Our representative at the Hire End Date or such other date as agreed in writing by the Parties.
- 4.31 When We receive the Hire Vehicle back from You, or when We otherwise collect the Hire Vehicle under the Contract, We will inspect it to check that it is in satisfactory condition. Hidden damage or defects (like (i) mechanical issues in areas such as the engine, fuel tank, or clutch, or (ii) electrical issues) may not be immediately visible during such inspection. If we discover any such hidden damage or defects after the Rental Period, We will inform You with supporting evidence.
- 4.32 You will be liable for repairs (which must be carried out by a repair centre approved by Us) if the Hire Vehicle needs more than Our standard valeting (cleaning), or if the Hire Vehicle has been damaged whether or not it is Your fault. Any insurance coverage may cover such repairs and charges but in the event it does not, You will be separately charged by Us for any such repairs and charges. All damage is subject to a maximum excess charge of £1,000; however, if liability is ruled to be in essence fully non fault by Our insurer (i.e. not Your fault and all losses are recovered from a liable third party), the excess is refundable.
- 4.33 You must ensure that the Hire Vehicle is empty of any item belonging to You or Your passengers when We or Our insurers receive it, or any of Our respective nominated repairs or inspections receives it. Any such items left in the Hire Vehicle, during or after the Rental Period, will be at Your risk (as We and Our insurers take no responsibility for such items).

5. TELEMATICS

- 5.1 It is a condition of the Contract that a telematics tracking device is installed in the Hire Vehicle and that it always remains in use. The telematics tracking device is owned by Us and is licensed to You only for the purposes of the Contract and for the theft tracking service.
- 5.2 If the telematics tracking device is suspected by Us to be defective, We will contact You and make all reasonable endeavours to repair or (at Our option) replace the telematics tracking device. If You suspect the telematics tracking device to be defective for any reason You must notify Us as soon as possible to enable an investigation and, if necessary, a repair or (upon Our confirmation) replacement of the telematics tracking device in the Hire Vehicle.
- 5.3 We reserve the right to replace the telematics tracking device at Our option and expense at any time with any other telematics tracking device providing You with at least the equivalent functionality. This will ensure the telematics tracking device is updated if there are technological changes or improvements.
- 5.4 You will not, nor will You permit any other person to tamper with, dismantle, remove SIM, relocate or make any alterations, additions or improvements to any part of the telematics tracking device. Please note that any altering or tampering with the telematics tracking device will invalidate the Rental Agreement, and the Rental Agreement may be cancelled.



6. MISCELLANEOUS

- 6.1 Any dispute arising under or in connection with these Conditions, the Rental Agreement, or the Contract (a "**Dispute**") shall first be referred to designated representatives of each Party for resolution through good-faith negotiations. The Party raising the Dispute shall provide written notice to the other Party, specifying: (i) the nature of the Dispute, (ii) the relevant contractual provisions, and (iii) the proposed resolution. The parties' representatives shall meet (in person or virtually) within 14 days of the notice to attempt to resolve the Dispute. The parties shall seek to discuss and resolve each Dispute between them in a reasonably time-efficient and reasonably cost-efficient manner.
- 6.2 The Contract is governed by the laws of England and Wales and, subject to clause 6.1, the courts of England and Wales have exclusive jurisdiction to determine any dispute relating to it.
- 6.3 The Parties believe the Contract is fair and reasonable, and want it fully enforceable under the law. However, if any part, including this clause, is found to be invalid or unenforceable, the Parties shall fully and in good faith co-operate to adjust or remove it to the minimum extent needed for validity and enforceability, in a manner that is consistent with the commercial intent of the Parties when entering into the Contract (and the remainder of the Contract will continue to be valid and enforceable in any event).
- 6.4 Headings and sub-headings are explanatory only and do not form part of the Contract. References to any statute or statutory provision include a reference to that statute provision as from time to time amended, extended, or re-enacted. References to '**will**' and '**shall**' have the same meaning and effect as the expression '**must**'. Any phrase or list introduced by the expressions including, include, in particular, for example or any similar expression will be interpreted as illustrative and will not limit the sense of the words preceding them. In a list anything following the words 'any other' or any similar wording will not be limited by the words before that wording.
- 6.5 The Contract may not be amended or varied, and no provision of it may be disapplied, without the written consent of the Parties. However, We may amend these Conditions from time to time due to legal, regulatory or insurance changes (including any administrative fees that We are entitled to charge as set out in these Conditions) upon giving You not less than 30 days prior written notice.
- 6.6 Any purported waiver of a right or remedy must be in writing for it to be valid and binding. Subject to the first sentence of this clause 6.6, granting extra time to comply or a delay in enforcement shall not be deemed a waiver of the applicable rights or remedies.
- 6.7 We will process Your personal data at all times in compliance with the Data Protection Legislation and in accordance with the terms of Our privacy policy (a copy of which is available at <https://www.rapidvm.co.uk/privacy>). For further information on how We may use and process Your personal data, please refer to Our privacy policy. For the purposes of Data Protection Legislation, You authorise Us or any of Our subsidiaries to hold and process by computer or otherwise the information given to Us by You to identify other products or services which might be relevant, and for statistical analysis (and this this applies without prejudice to any other consent that You have or may give from time to time to receive such information).



- 6.8 Nothing in this Contract excludes or limits Our liability to You for death or personal injury caused by Our negligence, for fraud, fraudulent misrepresentation, or for any other liability that cannot contractually be excluded or limited under the law.
- 6.9 Subject to clause 6.8, and to the fullest extent permitted by law, Our maximum aggregate liability to You for all statutory, contractual, common law, equitable or other claims or liabilities arising out of or in connection with the Contract shall in no event be the higher of: (i) the Hire Charges under the Contract, and (ii) £10,000 (ten thousand pounds sterling).
- 6.10 Subject to clause 6.8, We shall not be liable for the following to the fullest extent permitted by the law:
- 6.10.1** loss of revenue/earnings, loss of profit, loss of capital gain, loss of opportunity or wasted expenditure of any kind;
 - 6.10.2** punitive damages;
 - 6.10.3** any indirect or consequential losses of any kind;
 - 6.10.4** losses to the extent not caused by Our breach of the Contract;
 - 6.10.5** losses to the extent caused by or contributed to by any statement, act or omission of anyone other than Us, Our Insurers or respective employees, agents, subcontractors or representatives (to include, but not limited to, by You not mitigating any reasonably mitigatable losses);
 - 6.10.6** failure or delay in performing any or all of Our obligations under the Contract, to the extent that such failure is caused, directly or indirectly, by events beyond Our reasonable control (including, but not limited to, earthquake or any other natural disaster; severe adverse weather conditions (including floods or storms); fires caused by unintended incidents (including lightning strikes, wildfires, spontaneous combustion, chemical reactions, and malfunctions of equipment); outbreak, continuance or development of any epidemic or pandemic in its original or mutated form; protests, marches, riots, sabotage, civil commotion, civil unrest, armed hostilities, terrorism, war (declared or undeclared), restrictions or interference by civil or military authorities or any other national or international calamity; introduction of or change in any law or government blockade, sanction, prohibition, restriction or binding guidance or requirement; shortage or unavailability of fuel or raw materials; or any combination of any of the above).
- 6.11 Subject to clause 6.8:
- 6.11.1** the Contract contains the entire agreement, arrangement, understanding and commitment between the Parties concerning its subject matter;
 - 6.11.2** the Contract fully terminates, extinguishes, and replaces in full all previous agreements, arrangements, understandings, and commitments between the Parties concerning the same subject matter concerning the same Hire Vehicle;
 - 6.11.3** each Party confirms that it has not relied on any purported statement, assurance, promise or commitment pre-dating the Contract, except to the extent it is reproduced expressly and specifically in writing in the Contract;
 - 6.11.4** all terms implied by legislation or case law of any kind that are not expressly stated in the Contract shall be deemed fully excluded from the Contract to the maximum extent permitted by law; and
 - 6.11.5** You will fully co-operate with Us and Our Insurers, and otherwise act in good faith, to give full legal and practical effect to the terms of the Contract.



- 6.12 The Rental Agreement can be signed as a single document or in counterparts, in wet/ink form or using e-signatures.
- 6.13 The Contract cannot be enforced by any third party (other than Our insurers) under the Contracts (Rights of Third Parties) Act 1999.
- 6.14 You cannot assign any of Your rights or remedies under the Contract to any third party without Our express prior written consent. We may assign (or delegate the right to enforce) any of Our rights or remedies (including, but not limited to, the right to receive any amount from You) to any third party at any time without Your consent.
- 6.15 Each of Our or Our insurer's rights and remedies is without prejudice to any other of Our or Our insurer's rights or remedies. The exercise or enforcement of a right or remedy at any time will not prohibit or prejudice its exercise or enforcement on a different occasion.

7. INSURANCE

- 7.1 Subject to You meeting the insurance eligibility criteria and Your eligibility criteria being accepted by Us/Our insurer, **and subject to clause 11.7.3**, You are insured under the terms and conditions of the policy of insurance held by Us in respect of the Hire Vehicle and its use against liabilities to third parties including passengers for whom there are permanently fixed seats.
- 7.2 A copy of the insurance policy shall be made available to You by Us upon the Rental Agreement being signed. If such insurance policy is updated or replaced, We shall provide you with a copy of it. You will fully familiarise Yourself with the terms of each such insurance policy and shall not by any statement, act or omission cause Our cover under that insurance policy to be withdrawn, invalidated, or otherwise prejudiced.
- 7.3 Without prejudice to the above terms, in respect of each and every incident resulting in damage, loss or theft to the Hire Vehicle, You shall upon demand pay to Us the appropriate excess on such insurance towards or in settlement of the cost of making good any such damage, loss or theft on a full indemnity basis and the cost and expenses incurred by Us in proceeding to recover the same from any third party. In the event that We receive from any third party any part of the amount of such costs and provided You have performed Your obligations hereunder We shall repay to You the like part of such excess.

8. IN CASE OF ACCIDENT, DAMAGE, LOSS OR THEFT

- 8.1 You shall in the event of an Incident ensure that:
 - 8.1.1 We and Our insurers are notified promptly in writing but, in any event, strictly within 24 hours of the Incident.
 - 8.1.2 You complete and deliver to Us the relevant Incident report within 24 hours of the Incident;
 - 8.1.3 no admission of liability or purported fact is made to any person in relation to the Incident without Our express written consent;
 - 8.1.4 any claim form, summons or other document relating to any investigation, inquiry or proceedings arising out of the Incident is immediately delivered to the Us at the address at the top of the Conditions;
 - 8.1.5 all assistance is rendered to Us and Our insurers in the conduct of such proceedings, including but not limited to: (i) generally permitting such proceedings to be brought by Us or Our insurers in Your name and defending any proceedings brought against You, and (ii) giving correct, complete and non-



misleading responses to requests for information, documentation or participation in any investigation or legal proceedings; and

8.1.6 the names and addresses of all witnesses (and any recorded footage of Your own or that You have access to) thereto are lawfully collected and given to Us.

- 8.2 In the event of any Incident You must comply with Our instructions and/or the instructions of the insurers of the Hire Vehicle.
- 8.3 You are obliged to follow Our instructions in relation to having the Hire Vehicle recovered and/or repaired, by making it available to Us at a time of Our choosing.
- 8.4 You must provide all lawful co-operation and assistance to the insurer and Us as to the conduct of any insurance, recoveries or other claim (and related investigation or enquiries).
- 8.5 Notwithstanding anything else in the Contract, You must continue to pay the Hire Charges under the Contract until the Hire End Date (and for any further period after the Hire End Date) while the Hire Vehicle is under repair and/or otherwise not available for use.
- 8.6 You will have no right under this Contract to receive a replacement courtesy vehicle from Us while the Hire Vehicle is under repair or otherwise unavailable to You.
- 8.7 Clause 8 applies without prejudice to clause 7.

9. YOUR PROMISE OF INDEMNITY

- 9.1 You shall forthwith upon first written demand fully and effectually defend, indemnify and hold Us and/or Our insurers harmless from and against all injuries, costs, expenses, Fines, Tolls, and all other losses, liabilities, claims or demands of any kind (including, but not limited to, claims of or liabilities to third parties and professional fees and expenses, whether or not involving any arbitration, mediation or litigation) which We or Our insurers may incur, commit to or have brought or made against Us or Our insurers in relation to Your hiring of the Hire Vehicle and/or Your possession, operation or use of the Hire Vehicle (or any item provided with the Hire Vehicle) and/or any Incident and/or Your non-compliance with the Contract, whether or not covered by a policy of insurance, and whether or not the insurance is effected by Us or You, and (without derogating from or prejudicing Your personal liability to defend, indemnify and hold harmless Us and Our insurers) You agree to present a claim to the insurers for all such expenses.

10. RENTAL CHARGES, ADDITIONAL CHARGES, PENALTIES, TOLLS AND OTHER CHARGES

- 10.1 We retain the right to seize or collect outstanding payments and charges via the use of the County Courts and/or third-party debt collection agencies if You are unable or unwilling to pay for such debts. We may also repossess the Hire Vehicle if the You are in breach of the terms of the Contract.
- 10.2 You irrevocably authorise Us to collect all Hire Charges every 7 days **in advance** via Continuous Payment Authority (CPA), with the first payment for the first 7 days of the Hire Period due on or before the Hire Start Date.
- 10.3 You are required to (and consent to) pay the deposit as specified in the Contract prior to the start of the Rental Period.
- 10.4 You must pay the Hire Charges at the rate and on the dates specified in the Contract. Your obligation to pay is absolute and not contingent on: (i) approval or payment delays by Your employer/work provider, (ii) disputes between You and Your employer



regarding vehicle authorisation, (iii) any failure by You to submit required documentation unless caused by Our verifiable administrative error (e.g., mistyped driver's license number in Our records). We are not liable for: (i) losses arising from Your employer's delays; (ii) Your failure to procure employer approval; or (iii) third-party payment processing errors (e.g., bank delays).

10.5 You shall be liable for the following to be paid on demand, whether demanded during or after the Rental Period:

10.5.1 all charges which are payable after the discovery of damage or defect (other than fair wear and tear or damage recorded on documents provided to You at the start of the Rental Period), or discovery of unauthorised modification, following inspection of the Hire Vehicle when returned by You to Us;

10.5.2 all reasonably incurred, foreseeable losses, costs and charges resulting from Your breach of the Contract (such losses, costs and charges being foreseeable where they are contemplated by Us and You at the time the Contract is entered into);

10.5.3 any charges in relation to the repossession of the Hire Vehicle, including, without limitation: (i) third party agent costs for transportation required for the repossession of the Hire Vehicle, and (ii) legal proceedings in relation to the repossession of the Hire Vehicle, and

10.5.4 any other costs, charges and expenses in relation to or in connection with the breach of the Contract by You; and

10.5.5 any other charges arising under the Contract.

10.6 We are not obliged to make any payment to a third party that You are required to pay under the Contract, the law or otherwise. However, if We do make such a payment, out of Our own voluntary commercial choice, such payment shall be a debt owed by You to Us that is repayable in full and on demand.

10.7 Without prejudice to clause 10.5 and clause 10.6:

10.7.1 It is Your responsibility to pay the relevant authorities or companies/organisations directly for any Fines, Tolls and other amounts (including, but not limited to, all applicable value added tax and other taxes and levies on such Fines, Tolls or other amounts) that the Hire Vehicle or You incur during the Rental Period (even if such Fines, Tolls and other charges are not issued, notified or discovered until after the end of the Rental Period).

10.7.2 You acknowledge and agree that We may pass on Your details to the police or relevant authority or company/organisation, who may then contact You directly, concerning any Fine, Toll or other charges.

10.7.3 We are not liable for any escalation in value/amount of a Fine, Toll or other amount if any payment request, demand, notice or other related documentation being delivered to an incorrect or previous address.

10.7.4 It is Your responsibility to inform Us of any change of address so that Fines, Tolls or other charges may be notified to You in sufficient time to prevent escalation.

10.7.5 If We are required by law to pay a Fine, Toll or other amount (including, but not limited to, all applicable value added tax and other taxes and levies on such Fines, Tolls or other amounts) to a third party as a result of the Hire Vehicle or You incurring that Fine, Toll or other amount during the Rental Period (even if such Fines, Tolls and other charges are not issued, notified or discovered until



after the end of the Rental Period), we retain the right to charge the cost of such Fine, Toll or other amount to You.

10.7.6 If You do not pay the Fines, Tolls or other amount, We may pay such Fines, Tolls or other amount and then reclaim such Fines, Tolls or other amount from You on demand if it would be in Our interests to do so including, without limitation, where the Hire Vehicle may be at risk and/or there may be other enforcement in relation to unpaid Fines, Tolls or other amount.

10.7.7 In any event we may charge a £20 administration fee for each Fine, Toll or charge that Hire Vehicle or You incur during the Rental Period.

10.8 A £100 administration fee is payable by You should it become necessary to issue proceedings against You to recover any payments which may be outstanding under the terms of this Contract.

10.9 Smoking as defined by the Health Act 2006 is prohibited in the Hire Vehicle and any evidence of smoking in the Hire Vehicle will incur a valet charge of £100.

10.10 You hereby authorise Us to collect any amounts for which You are liable under the Rental Agreement by charging a debit card, the details of which have been provided to Us by You. Such debit card must be in Your legal name (that matches identification documentation provided to Us by You) and issued by a regulated bank or building society in the UK. It must be linked to an account that has sufficient funds for all Hire Charges and other identified payments to Us under the Contract. Credit cards, store cards, pre-paid cards cannot be used for making any payment to Us. Use of an ineligible card constitutes a material breach, making You liable for all unpaid fees + a £50 admin charge. We reserve the right to: (i) request secondary proof of card ownership (e.g., bank statement), and (ii) reject cards issued from high-risk jurisdictions or by any bank/building society considered to be at (or likely to be at) an unacceptable risk level.

10.11 You shall only provide Us with debit card details for an account which belongs to You and from which You are authorised to make payments. We will inform You in advance of any charges that are collected in this manner. Charges that may be collected in this matter include, but are not limited to, when a Penalty Charge Notice is received, or when the Hire Vehicle has been subject to damage during the Rental Period.

10.12 You will be liable to pay a late payment charge of £25.00 if You fail to pay any Hire Charges on the date that they are due for payment as indicated in the Rental Agreement.

10.13 In respect of add-ons:

10.13.1 You may select add-ons as set out in the Rental Agreement. All add-ons are optional extras that can be included when placing a booking for a Hire Vehicle.

10.13.2 Any and all add-ons that You opt-into form part of Your weekly Hire Charges and must be paid for in accordance with the Contract as presented in Your weekly invoice.

10.13.3 Some add-ons may incur a one off charge that must be paid in advance of the Hire Start Date.

10.13.4 We reserve the right to withdraw and refuse to apply the benefit of any and all add-on's should You not comply with the terms of the Contract, including, but not limited to. Your failure to pay for the Hire Charges and/or any other amount under the Contract.



10.13.5 Any and all add-ons selected will be subject to inclusion for the entirety of the Rental Period and cannot be removed by You during the Rental Period.

10.13.6 The **collision damage waiver** add-on is a reoccurring weekly charge applied to the Hire Charges and will waive Your liability to pay Our standard excess of £1,000 in the event of a road traffic accident resulting in bodywork damage to the Hire Vehicle; however, items that are not covered by the collision damage waiver are as follows: windows, mirrors, wheels and tyres, undercarriage, engine, the Hire Vehicle's interior, flat batteries, mechanical issues caused by poor or no maintenance, lost keys, roadside recovery, and personal belongings.

10.13.7 You may purchase additional mileage in excess of the Weekly Mileage Limit at an excess mileage charge at a rate of £0.20 per mile inclusive of VAT.

10.14 You are required to pay the above amounts stated in clause 10 even when such amounts are more than any deposit provided by You.

10.15 Time for all payments from You under the Contract is of the essence. You will ensure that no payment due to Us is late or otherwise becomes overdue.

10.16 In addition to the late payment charge under clause 10.12, and without affecting Our other rights and remedies, We reserve the right to charge interest at 8% above the Bank of England annual base rate on any amount that is overdue from You for the full period that it remains overdue. Such interest shall accrue daily and apply before as well as after any judgement.

10.17 Clause 10 applies without prejudice to clause 9.

11. CANCELLATION & TERMINATION

11.1 You may cancel the Contract prior to picking up the Hire Vehicle. How much of a refund You receive when cancelling the Contract depends on how far in advance of the Hire Start Date You elect to cancel the Contract, as follows:

11.1.1 If You cancel at least 72 hours before the Hire Start Date, the cancellation shall be without charge. All the fees paid in advance by You will be refunded, as will the deposit (refunds can take up to 10 working days to appear in Your bank account).

11.1.2 If You cancel less than 72 hours prior to the Hire Start Date but more than 24 hours prior to the Hire Start Date, the deposit (if any) shall be refunded. If You have already paid the first week's Hire Charges in advance, 50% of such first week's Hire Charges shall be returned to You and the remaining 50% shall be retained by Us as a cancellation charge.

11.1.3 If You cancel less than 24 hours prior to the Hire Start Date, We will refund the deposit to You. However, You will not be entitled to a refund of the first week's Hire Charges that were paid to Us on signature of the Contract and those Hire Charges will be retained by Us as a cancellation charge.

11.2 Once the Rental Period has commenced, to terminate a Contract on or after the Hire Start Date but before Hire End Date, You must pay to Us a cancellation fee. The cancellation fee due will be an amount equal to 20% of outstanding weekly payments for the remaining period up to and including the Hire End Date or, if greater, a sum equal to 4 weeks' total payment under the Contract. This cancellation fee must be paid before the cancellation can be confirmed or become effective, and before We can arrange return of the Hire Vehicle.



- 11.3 We may cancel the Contract where reasonably required (for example, if an unforeseen Hire Vehicle fault arises prior to You receiving the Hire Vehicle) by notifying You at any point prior to You receiving the Hire Vehicle, and any overpayments in relation to the fees, deposit and other amounts paid under the Contract shall be refunded in full to You.
- 11.4 If We do not receive the Hire Vehicle from You on the Hire End Date, You shall be liable to continue to pay the Hire Charges and other amounts under the Contract as required by clause 4.24.
- 11.5 We may terminate the Contract if any of the following occur:
 - 11.5.1 You fail to pay any Hire Charges, Fines, Tolls or any other amount due under the Contract on the date when it becomes due;
 - 11.5.2 If Your payment to Us from your debit card is declined for any reason by Your bank or building society, We may terminate this Agreement immediately;
 - 11.5.3 You breach Your obligations under the Contract;
 - 11.5.4 You are no longer in possession or control of the Hire Vehicle;
 - 11.5.5 You become bankrupt or enter into any arrangement or composition with creditors;
 - 11.5.6 You receive endorsements or convictions on Your driving licence during the Rental Agreement term which are unacceptable to Us or Our insurers;
 - 11.5.7 We deem Your driving practices recorded on the telematics device in the Hire Vehicle unsatisfactory;
 - 11.5.8 any information supplied by You to Us or Our insurers under or in connection with the Contract is inaccurate or misleading in any material way;
 - 11.5.9 You go into a coma or become mentally incapacitated under the law for any 7 days in any following 30-day period;
 - 11.5.10 You are charged with any criminal offence that carries with it a potential custodial sentence;
 - 11.5.11 We consider that Your continued possession or use of the Hire Vehicle is causing or may cause Us or Our insurers commercially significant reputational harm;
 - 11.5.12 You die; or
 - 11.5.13 any combination of any of the above applies.
- 11.6 Upon early termination of the Contract, You shall immediately be liable for the following **(subject to clauses 11.1, 11.2 and 11.4)**:
 - 11.6.1 any arrears of the Hire Charges and other amounts due and payable at the time (including for the avoidance of doubt any Fines, Tolls, and other charges);
 - 11.6.2 Hire Charges that would have accrued under the Contract for the remainder of the Rental Period if the early termination had not occurred; and
 - 11.6.3 any other amounts which may become due and payable under the Contract.
- 11.7 Upon termination or expiry of the Contract for any reason:
 - 11.7.1 Your right to use the Hire Vehicle will cease;
 - 11.7.2 the Hire Vehicle must immediately be returned to Us at such location as We direct or approve in writing;
 - 11.7.3 Your motor insurance will only be valid and in force during the journey for which You are returning the Hire Vehicle to Us or such location as We direct and, You will not be insured to drive the Hire Vehicle in any other circumstances after the Contract terminates.



- 11.8 If You fail to return the Hire Vehicle to Us by the Hire End Date or on earlier termination as required (the "**Delay**"), You shall be liable for an overdue fee of £100 for each day of the Delay that the Hire Vehicle is not returned in accordance with these Conditions. You will remain responsible for all Your obligations for the full duration of the Delay.
- 11.9 Failure by You to return the Hire Vehicle to Us promptly at the Hire End Date or as required on earlier termination may result in Us reporting You to the relevant authorities.
- 11.10 We may repossess the Hire Vehicle immediately if You fail to return the Hire Vehicle when required to do so under the Contract.