THIS CONTRACT is dated

BETWEEN

1) **Tru7 Limited** trading as **Tru Rent** (**company number 00341968**) whose registered office is at **Sinks Pit, Main Road, Kesgrave, Ipswich, IP5 2PE ("the Owner")**.

AND

2) **("the Customer"):**

Company Name:		Company No:	
Company Registered Address:			

RECITALS

1) The Customer desires to hire a Vehicle (as defined below) from the Owner, and the Owner is willing to hire a Vehicle to the Customer pursuant to the provisions stated within this Rental Agreement and the Contract.

2) The Customer has inspected the Vehicle (as defined below) and acknowledges and understands the Owner makes no representation or warranty with respect to the suitability of the Vehicles intended use.

NOW, IT IS HEREBY AGREED AS FOLLOWS

The Contract consists of:

- The Rental Agreement:
  - Recitals;
  - Particulars;
  - Statements of Liability
- Terms and Conditions of Vehicle Hire (**the Conditions**):
  - 4124-8835-3610 v1 Tru7 Limited TA Tru Rent_Vehicle Hire_Terms and Conditions V4 September 26
- Vehicle Pre-Delivery Inspection (where requested by the Customer)

PARTICULARS

Specific particulars relevant to this Rental Agreement and Contract.

Contact Name:		Contact Number:	
Email address:			

Customer's Ref/Order Number*:	

**the Ref/Order number provided by the Customer for the Owner's use*

Details of the Vehicle hired under this Rental Agreement:

Registration mark:		Make of Vehicle:		Model of Vehicle:	
Outgoing Mileage:		Incoming Mileage:			

Time and date of commencement of hiring period:	
Time and date of termination of hiring period:	
Expected time and date of termination of hiring period:	

Time and date of commencement of extended hiring period (if authorised pursuant to condition 6 of the conditions) *:	
Time and Date of expiry of extended hiring period (if authorised pursuant to condition 6 of the conditions) *:	

Actual time of return of the Vehicle:		Actual date of return of the Vehicle:	

**to be completed by the Owner on the Customer's behalf*

Customer's Estimated Mileage (Miles)*:		Excess Mileage Charge per mile:	

***the Customer must pay excess mileage at the above stated Charge*

Deposit (£):		Vehicle Rental Fee (Weekly):		Vehicle Rental Fee (Daily):	

Details of any Replacement Vehicle (if any) supplied under this Rental Agreement pursuant to condition 14 of the Conditions*:

Registration mark:		Make of Vehicle:		Model of Vehicle:	
Time and date of change of vehicle:					
Outgoing Mileage:		Incoming Mileage:			

**to be completed by the Owner*

The remaining Particulars will apply to any replacement Vehicle

Additional Services and Charges under this Rental Agreement:

Item	Additional Service	Charge (£)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

The Customer's attention is also drawn to condition 3.3 (additional service charges) and 13.1.5 (fines and penalty charges) of the Conditions

Customer's Own Insurance under this Rental Agreement:

Broker:		Contact No(s):		Email Address:	
Insurers:		Policy No:		Renewal Date:	
Type:		Limit:		Cert:	
Type:		Limit:		Cert:	
Type:		Limit:		Cert:	

Person taking possession of the Vehicle on behalf of the Customer:

Full Name:		Date of Birth:	
Contact No(s):		Email Address:	

Permanent Address:	
Address at time of hiring*:	

**if different from permanent address above and stay is likely to be more than two months from date of hiring*

Details of driving licence:

Country where issued*		Date of expiry**:	
Serial Number or Drivers Number:			

** if not UK*
*** which should be no later than date specified in the expected time and date of expiry of original hiring period*

STATEMENTS OF LIABILITY

I hereby acknowledge that during the currency of any hiring agreement made in pursuance of my arrangement with the Owner for the hiring of vehicles from time to time, and for the purposes of sections 62 to 68 of, and Schedule 4 to, the Road Traffic Offenders Act 1988, I shall be liable as the owner of any vehicle hired under that agreement (the registration mark of which shall be recorded in the agreement) in respect of:

a) Any of the following offences which may be committed with respect to that vehicle when it is stationary and when a fixed penalty notice is issued: being on a road during hours of darkness without the lights or reflectors required by law; waiting, or being left or parked, or being loaded or unloaded, in a road; being used or kept on a public road without the vehicle licence being exhibited on the vehicle in the prescribed manner; and the non-payment of the charge made at a street parking place; and
b) Any excess charge which may be incurred in pursuance of an order under sections 45 and 46 of the Road Traffic Regulation Act 1984 (provision on highways of parking places where charges are made).

and shall indemnify the Owner accordingly.

I hereby acknowledge that during the currency of any hiring agreement made in pursuance of my arrangement with the Owner for the hiring of vehicles from time to time, and for the purposes of sections 1 to 5 of, and Schedule 1 to, the Road Traffic Act 1974, I shall be liable as the owner of any vehicle hired under that agreement (the registration mark of which shall be recorded in the agreement), and shall indemnify the Owner accordingly.

I hereby confirm that I have read and understand condition 13 of the Conditions of Vehicle Hire.

This Contract is executed on the date stated at the beginning of the Contract.

The Customer confirms that it has completed, or will complete, a Direct Debit mandate approved by the Owner and agrees that payments due under this Contract may be collected in accordance with that mandate and Condition 3.16.

Signed by the Owner:

Signature ……. (Print full name) …….....
for and on behalf of Tru7 Limited

Signed by the Customer:

Signature ……. (Print name) …….....
duly authorised signatory for and on behalf of the Customer

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Terms and Conditions of Vehicle Hire

Commercial, Industrial and Construction Vehicle Hire

The Customer's attention is particularly drawn to the provisions excluding or limiting liability in Conditions 2.4, 3.3, 13 & 17

1 Definitions and Interpretation

1.1 Definitions:

'Additional Service Fee(s)' means the additional fees for services not included in the Rental Fees and set out in the Rental Agreement;

'**Business Customer'** means a business, firm, partnership, company or LLP that has entered into a Rental Agreement with the Owner;

'Business Days' means any day other than a weekend or a public holiday in England and Wales;

'COI' means the Customer's own comprehensive insurance policy;

'Conditions' means these terms and conditions as amended from time to time in accordance with condition 2.4;

'Contract' has the meaning prescribed to it in condition 2.1;

'**Customer(s)'** means the legal entity or individual that rents/hires the Vehicle(s) from the Owner and is named on the Rental Agreement.

'Deposit' means the deposit amount set out in the Rental Agreement, where applicable;

'Driver' means any driver who is authorised under the Rental Agreement (by the Customer or otherwise) to drive the Vehicle in accordance with the Rental Agreement and these Conditions;

'Early Termination Fee' means the sum equal to:

a) where the Customer terminates the Rental Agreement early, the Rental Fees payable for the unexpired period of hire; and

b) the full costs of the Additional Service Fees; and

c) any administrative fees that the Owner is entitled to charge as set out in these Conditions.

'EV' means an electric vehicle which runs exclusively on electricity and has no petrol or diesel engine;

'Minor Damage' means scratches less than 25mm long or any length if they have not broken the surface of the paint; dents less than 25mm in diameter which have not cracked the paint; stone chips less than 3mm in diameter and without any denting; wheel or wheel-trim scuffs without cracking or gouging; seat covering damage of less than 3mm in diameter; interior stains or marks than can be cleaned or polished out using the Owner's standard cleaning procedure;

'Owner' means **Tru7 Limited** trading as **Tru Rent** (**company number 00341968**) whose registered office is at **Sinks Pit, Main Road, Kesgrave, Ipswich, IP5 2PE** and includes its successors, assignees, or personal representatives.

'Rental Agreement' means the agreement setting out the particulars of the Vehicle the Customer hiring from the Owner and to which these Conditions apply;

'Rental Fees' means the fees payable by the Customer to the Owner for the hire of the Vehicle as set out in the Rental Agreement;

'Rental Period' has the meaning prescribed to it in Condition 5.1;

'Required Documents' means a full driving licence valid for the nominated Driver for the entire Rental Period, an insurance certificate demonstrating that the Vehicle is fully covered for the entire Rental Period. If the driving licence does not contain a photograph of the Driver, then an additional proof of ID will be required in the form of a passport or National ID card, and any other documents reasonably required by the Owner;

'Vehicle' means the vehicle that the Customer has agreed to rent from the Owner for the Rental Period, as set out in the Rental Agreement (or any replacement Vehicle that the Owner provides). This includes its keys and all parts and accessories (including modifications the Owner makes as set out in the Rental Agreement) present within the Vehicle from the commencement of the Rental Period;

'Vehicle Pre-Delivery Inspection' means the additional report which is separate to the Vehicle condition summary included in the Customer's Rental Agreement that the Owner completes which sets out the condition of the Vehicle at

the time the Customer takes possession of it from the Owner, which the Owner can provide to the Customer where the Customer requests this from the Owner;

1.2 Interpretation:

a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

b) Any phrase introduced by the terms including, include, or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

c) A reference to writing or written includes email.

d) The headings, notes and footnotes are included for convenience only and shall not affect the interpretation of the Contract.

e) The singular includes the plural and vice versa

2 Basis of contract

2.1 The Contract is made between the Customer and the Owner and sets out the Owner's responsibilities to the Customer and the Customer's responsibilities to the Owner when renting a Vehicle. The Contract is made up of the following documents:

1) the Rental Agreement;

2) these Conditions; and

3) where the Customer has requested it, the Vehicle Pre-Delivery Inspection.

2.2 Unless expressly agreed in writing between the parties, the Customer is hiring the Vehicle in the course of a business, and as a Business Customer.

2.3 By entering the Contract, the Customer agrees to:

a) rent the Vehicle, including any replacement Vehicles, for the Rental Period;

b) pay the Rental Fees and any applicable Additional Service Fees (as well as any fees for the extension of the Rental Period (where applicable) under Condition 6; and

c) pay the relevant administration charges, fees, theft and damage charges, toll charges, parking, traffic or other fines or charges, reasonable court costs and/or any other reasonable charges, in the circumstances set out within these Conditions.

2.4 By entering the Contract, the Customer warrants to the Owner that:

a) The Customer has full capacity and authority and all necessary consents (including, where its procedures so require) to enter into and perform the Customer's obligations under the Contract;

b) all information the Customer has provided to the Owner is true, accurate and not misleading;

c) the Customer has obtained the necessary licences and insurance (where applicable) that are necessary for the Customer to use the Vehicle.

2.5 The Customer warrants that any individual collecting the Vehicle and signing the Rental Agreement on the Customer's behalf has the Customer's full authority to do so.

2.6 The terms of this Contract shall apply to the exclusion of any terms that the Customer, its agents or representatives may purport to impose upon the Owner.

3 Rental fees, deposits and payment

3.1 The Customer agrees to pay the Deposit and Rental Fees as set out in the Rental Agreement.

3.2 Unless otherwise stated in the Rental Agreement, the Rental Fees shall include the cost of vehicle tax, local taxes, daily rental charge and contractual mileage charge.

3.3 The following are not included in the Rental Fee and may be charged as an Additional Service Fee. These include but are not limited to:

a) customisation of the Vehicle where permitted;

b) refuelling;

c) AdBlue refill;

d) delivery and collection, damage and non-routine service and maintenance costs;

e) bespoke parts and accessories for the Vehicle including tyres;

f) insurances; and

g) breakdown assistance.

3.4 The Rental Fees and any Additional Service Fees shall be payable for the duration of the Rental Period (including any agreed extensions of the Rental Period).

3.5 Unless otherwise expressly provided in the Rental Agreement, the Owner will render invoices to the Customer in respect of sums due under the Contract. Where the Customer has provided a Direct Debit instruction, payment shall be collected by Direct Debit on the date specified in the relevant invoice or advance payment notice. Where no Direct Debit arrangement applies, invoices shall be payable within 30 days of receipt.

3.6 If the Customer receives an invoice which the Customer reasonably believes includes a sum that is not valid and properly due:

a) the Customer shall notify the Owner as soon as possible and within 7 days of receipt;

b) the Customer shall pay the full balance of the invoice by the due date for payment of the invoice; and

c) once the dispute has been resolved, where either the Customer or the Owner is required to make a balancing payment, the Customer shall do so within 10 Business Days, and where the Owner is required to issue a credit note, the Owner shall do so within 10 Business Days.

3.7 Where the Customer fails to comply with Condition 3.6, the invoice shall be regarded as undisputed 45 days after the date on which it is received by the Customer.

3.8 All sums payable to the Owner under the Contract:

a) are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

3.9 The Owner may increase the Rental Fees and any administration fees at any time giving the Customer at least 28 days' notice in writing PROVIDED THAT if the Customer does not wish to accept the increased Rental Fees and administration fees it can give notice to the Owner to terminate the Contract on not less than 14 days' prior written notice to the Owner without further liability for the unexpired portion of the Rental Period.

3.10 The Customer must pay an excess mileage charge (as set out in the Rental Agreement) if the Customer exceeds any mileage limitation set out in the Rental Agreement. For Rental Periods longer than 12 months, where the Customer's pro-rated annual contractual mileage charge exceeds the original weekly rate, the Owner will increase the weekly rate accordingly depending on the actual mileage occurred. Where the Owner does not increase the weekly rate, the Owner is entitled to charge the excess mileage charge at each 12-month anniversary of the Rental Period, or where the Rental Period is less than 12-months, the contractual mileage charge shall be pro-rated and excess mileage charge shall be chargeable for that period.

3.11 The Customer should update the Owner on the mileage of the Vehicle at monthly or quarterly intervals during the Rental Period and shall do so forthwith upon request by the Owner.

3.12 The Customer may be liable for additional charges at the end of the Rental Period following the Owner's inspection of the Vehicle where the Customer has breached the terms of the Rental Agreement, and the condition of the Vehicle is required to be remedied by professional cleaning or valeting services. Where the condition of the Vehicle cannot be remedied by professional cleaning or valeting services then the Owner shall be entitled to treat this as damage to the Vehicle and the terms of Condition 12 shall apply.

3.13 If the Customer is late making payment, the Owner reserves the right to charge the Customer, without further notice, interest on the amount that is overdue from the due date until payment of the overdue sum, whether before or after judgment. Interest will accrue each day at 5% per year above the base lending rate of HSBC UK Bank PLC from time to time. The Owner will also charge the Customer for any reasonable costs incurred by the Owner whilst the Owner attempts to recover payment from the Customer (including reasonable legal costs).

3.14 The Customer agrees that the Owner will send invoices electronically to the designated invoice address as set out in the Rental Agreement.

3.15 The Owner can apply any Deposit paid under the Rental Agreement as a deposit against all claims and losses under this Contract including, without limitation, liability arising under condition 13 and default of payment of the Rental Fees or Additional Service Fees by the Customer or any loss of or damage caused to the Vehicle. If the Customer

fails to pay the Rental Fees or causes any loss or damage to the Vehicles (in whole or part), the Owner shall be entitled to apply the Deposit against such default, loss or damage.

3.16 Direct Debit Payments

3.16.1 The Owner may require the Customer to pay any sums due under this Contract by Direct Debit.

3.16.2 Where payment by Direct Debit is required, the Customer shall complete and maintain a valid Direct Debit instruction in favour of the Owner and shall ensure that sufficient cleared funds are available in the nominated account on each collection date.

3.16.3 The Customer agrees that the Owner may collect by Direct Debit any sums properly due under or in connection with this Contract, including:

(a) Rental Fees;

(b) Additional Service Fees;

(c) Deposits;

(d) excess mileage charges;

(e) fuel, electric charging and AdBlue charges;

(f) damage, repair, cleaning and rectification costs;

(g) loss of use charges;

(h) administration fees;

(i) fines, penalties, toll charges, parking charges, congestion charges and similar charges;

(j) interest payable pursuant to Condition 3.13; and

(k) any other sums due under this Contract.

3.16.4. All Direct Debit collections shall be made in accordance with the applicable Direct Debit Scheme Rules and the terms of the Customer's Direct Debit mandate.

3.16.5 The Customer acknowledges that amounts payable under this Contract may vary depending upon the Rental Period, use of the Vehicle and liabilities arising during or following the Rental Period.

3.16.6 The Owner shall provide notice of Direct Debit collections in accordance with applicable Direct Debit Scheme requirements.

3.16.7 If any Direct Debit collection is rejected, returned unpaid, cancelled, withdrawn or otherwise unsuccessful:

(a) the outstanding balance shall immediately become due and payable;

(b) the Owner may seek payment using any other payment method agreed between the parties;

(c) the Owner may suspend the provision of vehicles or services until payment has been received;

(d) the Owner may charge interest in accordance with Condition 3.13; and

(e) the Owner may exercise any other rights or remedies available under this Contract.

3.16.8 The Customer shall notify the Owner immediately of any change to its bank account details or any circumstance that may affect the operation of the Direct Debit instruction.

3.16.9 If the Customer cancels or amends a Direct Debit instruction before all sums due under this Contract have been paid, the Customer shall ensure that an alternative payment method acceptable to the Owner is put in place immediately.

3.16.10 The Customer confirms that the person establishing the Direct Debit instruction and signing the Rental Agreement has full authority to bind the Customer and authorise payments from the nominated account.

3.16.11 The Customer's payment obligations under this Contract shall survive termination of the Rental Agreement until all sums due to the Owner have been paid in full.

4 Vehicle collection at commencement of the Rental Period

4.1 The Customer will collect the Vehicle during the opening hours of the branch address specified in the Rental Agreement on the Commencement Date. The Owner may agree (following signing of the Rental Agreement) to deliver the Vehicle to another address.

4.2 The Customer must also present the Owner with the Required Documents.

4.3 The Owner provides the Vehicle to the Customer with a full tank of fuel (less any used to deliver the Vehicle to the Customer). The Customer is then responsible for fuel consumption during the Rental Period (and any additional period until the Vehicle is returned to the Owner).

5 Rental period

5.1 The Customer will be entitled to have possession of the Vehicle during the Rental Period, which is the period from the start date shown on the Rental Agreement and ends on the indicated date shown on the Rental Agreement.

5.2 The Customer will notify the Owner to return or collect the Vehicle, such notice must not be less than 14 days prior to the end of the Rental Period. The return or collection site must either be the location of collection or other site nominated by the Owner from time to time.

5.3 The Customer's obligations in relation to the Vehicle shall continue until the Customer returns the Vehicle (or any replacement Vehicle) to the Owner and hands over the keys, notwithstanding that the Rental Period may have come to an end, at which point the Rental Agreement shall terminate.

6 Extending the Rental Period

6.1 The Customer and the Owner may agree to extend the Rental Period. If the Customer wishes to extend the Rental Period, please contact the Customer as soon as possible, and at the latest 14 days before the end date and time of the Rental Period.

6.2 Where the Customer is a partnership of fewer than four partners, sole trader or (subject to condition 2.2) an individual, the following provisions apply:

a) where the Customer wishes to extend the Rental Period, the Owner has the right to require the Customer to return the Vehicle to the branch location and agree a new Rental Agreement and possibly exchange the Vehicle. The Owner may also require an additional Deposit together with the relevant method of payment for the extended Rental Period;

b) an extension of the Rental Period shall not be agreed where the aggregate Rental Period (including the Initial Period and any Extended Period) exceeds 90 days on any account.

6.3 Where the Rental Period has expired, the Owner may repossess the Vehicle. If the Owner repossesses the Vehicle, the Customer must pay any reasonable expenses the Owner incurs in the process of repossession. If the Owner has the right to repossess the Vehicle the Customer gives the Owner permission to access the Customer's premises or the premises at which the Vehicle is located to do so.

6.4 If the Customer fails to return the Vehicle at the end of the Rental Period, the Customer will incur liquidated damages to compensate the Owner for the loss of use of the Vehicle (at the daily Rental Fee set out in the Rental Agreement).

7 Inspecting the Vehicle on collection

7.1 The Vehicle has been maintained in accordance with the manufacturer's recommended standards and will be roadworthy at pick-up.

7.2 Any existing damage to the Vehicle will be stated on the Rental Agreement or, where the Customer has requested one, the Vehicle Pre-Delivery Inspection.

7.3 When the Customer collects the Vehicle the Customer should inspect it. If there is any damage, other than Minor Damage, the Customer must make sure it is recorded on the Rental Agreement or, where the Customer has requested one, the Vehicle Pre-Delivery Inspection. The Customer will be responsible and liable for any damage to the Vehicle which was not recorded on the Rental Agreement or Vehicle Pre-Delivery Inspection.

8 Returning the Vehicle and condition on return

8.1 The Customer shall return the Vehicle to the Owner unaltered from its condition at the start of the Rental Period, unless authorised by the Owner in writing. The Owner will inspect the Vehicle on its return for any damage or changes in condition from that which was described in the Rental Agreement or Vehicle Pre-Delivery Inspection at the time of the Vehicle's collection. The Owner will notify the Customer of the Owner's findings and include any relevant photographs of such damage the Owner finds in the Owner's inspection for the Customer to review. The Customer may, at the Customer's request, be present at such inspection.

8.2 Some damage may not be apparent at the post-rental inspection, such as mechanical damage (for example in areas such as the engine, fuel tank or clutch) or damage hidden by adverse light or weather conditions. If the Owner finds any such damage, the Owner will notify the Customer with evidence of the same.

8.3 The Vehicle shall be returned in a similar condition of cleanliness to that in which it was received.

8.4 The Customer shall return the Vehicle to the Owner during the opening hours of the branch specified in the Rental Agreement, unless otherwise agreed by the Owner in writing.

8.5 By taking possession of the keys to the Vehicle, the Customer agrees to return the Vehicle to the Owner at the branch specified in the Rental Agreement, unless alternative collection arrangements have been organised and confirmed by the Owner. If the Vehicle is returned to an alternative location, the Customer will be liable for any reasonable costs incurred by the Owner to relocate the Vehicle to the location specified in the Rental Agreement.

8.6 The Vehicle must be returned to the Owner with a full tank of fuel unless the Customer has pre-paid the Owner for fuel. If the Vehicle is returned to the Owner without a full tank of fuel, the Customer will be liable to pay the Owner for the fuel required to fill up the Vehicle at the rate which will not exceed the fuel rates calculated in accordance with the Owner's fuel matrix which may be viewed at https://www.globalpetrolprices.com. These rates are updated monthly. The Owner uses the fuel matrix to calculate the average rates and then add a surcharge. The surcharge is calculated as 20%. All EVs should be returned with a minimum of 80% charge. If the Customer returns an EV with a lower level than 80% then the Customer will be liable to pay the Owner for recharging the EV up to that level. If the EV battery is 10% or less on return an additional fee may apply in addition to the recharging fee due to increased turnaround time and possible damage to the battery due to low charge.

8.7 For a Vehicle fitted with an AdBlue® tank, the Customer is responsible for ensuring that AdBlue is applied as required. The Customer must return the Vehicle with a full AdBlue tank.

9 During the Rental Period

9.1 During the Rental Period (and any additional period until the Customer has returned the Vehicle to the Owner), the Customer must:

a) use the Vehicle according to the road traffic laws applicable to the area the Customer is driving in;

b) use the correct fuel;

c) lock the Vehicle when the Customer is not using it, or when the Customer is refuelling it and, the Customer must use any security device fitted to or supplied with it;

d) comply with all laws and regulations for using the Vehicle, including (where relevant) maintaining a valid Operator's Licence;

e) comply and maintain the Vehicle in accordance with the Vehicle manufacturer's manual, instructions and guidance, particularly in respect of servicing and maintenance;

f) ensure any Driver has a valid driving licence and is covered by the Customer's insurance policy (where applicable) for the Vehicle;

g) ensure the Vehicle is protected against bad weather that might cause damage to it;

h) drive the Vehicle with all due care and attention and in compliance with all relevant speed limits;

i) contact the Owner as soon as the Customer has become aware of any fault in the Vehicle, or if the Customer believes the Vehicle is no longer roadworthy; and

j) contact the Owner immediately when any warning light is displayed on the Vehicle or, when the service reminder message is displayed, unless it is unsafe to stop or, the Customer has been advised by the Owner to continue driving. Failure to inform the Owner may result in the Customer being responsible for any additional costs as set out in Condition 10.2.

9.2 During the Rental Period (and any additional period until the Customer has returned the Vehicle to the Owner), the Customer must not:

a) take the Vehicle outside the United Kingdom;

b) fit the Customer's own equipment to the inside or outside of the Vehicle which may cause damage to the Vehicle, for example, signage, stickers, roof racks, luggage carriers or bike racks;

c) overload the Vehicle (as determined by the Vehicle manufacturer);

d) sell, rent, remove, or dispose of the Vehicle or, allow anyone else to do so;

e) push or tow any trailer or any other vehicle (except if the Vehicle is equipped with a hitch in which case the Customer may tow a trailer or other vehicle up to a maximum weight as specified by the vehicle manufacturer);

f) give anyone any rights over the Vehicle;

g) work on the Vehicle or let anyone else work on the Vehicle;

h) carry or transport any hazardous, toxic, flammable, corrosive, radioactive, harmful, dangerous, strong smelling or illegal materials;

i) use the Vehicle for any crime or other illegal activity or purpose;

j) use the Vehicle for hire or reward or, for fare paying;

k) use the Vehicle off-road, on a racetrack, for racing, pace making, testing whether for reliability or speed, or for teaching someone to drive, or in connection with motor rallies, competitions, demonstrations or trials;

l) use the Vehicle whilst any driver is under the influence of alcohol or drugs or other narcotic substances, or medications under the effects of which the operation of a vehicle is prohibited or not recommended;

m) allow the battery level in an EV to fall below 10%; or

n) smoke or allow anyone else to smoke in the Vehicle.

9.3 From time to time the Owner may need to recall the Vehicle during the Rental Period. By way of example this may be due to a service requirement on the Vehicle, a manufacturer's recall notice, or a maximum mileage requirement. If the Owner contacts the Customer to notify the Customer that the Customer need to return the Vehicle to the Owner, the Customer must use all reasonable efforts to be available to talk to the Owner on the contact number the Customer gave the Owner at the time of booking and cooperate fully with the Owner to facilitate the return of the Vehicle. Failure by the Customer to respond to the Owner's efforts to contact the Customer and/or failure to comply with the Owner's reasonable instructions concerning the return of the Vehicle may result in the Customer being fully liable for all losses and liability the Owner incurs directly or indirectly arising out of or in connection with the Customer's failure to return the Vehicle.

9.4 The Vehicle may be fitted with telemetry systems or other similar devices that may track the Vehicle location and will be used as a tool for measuring how the Vehicle is being operated or accident-related investigations; this is to maintain and protect the Vehicle. The Owner may contact the Customer if the device indicates that the Customer may be breaking the terms of the Contract and may ask the Customer to modify the Customer's driving behaviour or that of any Driver, and the Owner reserves the right to terminate the Contract if the Customer continues not to comply with its provisions. The information may be used both during and post the Rental Period.

10 Servicing and Maintenance

10.1 It is the Customer's responsibility to ensure that the Vehicle always remains in a roadworthy condition. The Customer should carry out all checks in accordance with the Vehicle manufacturer's instructions including what is recommended in the Vehicle's handbook. This extends to any accessories and/or add-ons supplied with the Vehicle.

10.2 All Vehicles are required to be serviced and maintained within the Vehicle manufacturer's timeframe and/or when the dashboard service light is illuminated. If a Vehicle's service or routine maintenance schedule is missed due to the Customer not reporting it to the Owner and the Vehicle falls out of warranty or is involved in an accident as a result, the Customer will be responsible for all costs should the Vehicle develop any fault or affect any warranty. The Customer must not continue to use a Vehicle if a warning light appears, and the Customer should immediately contact the Owner for assistance. If the Customer fails to inform the Owner of any warning light or service reminder message, the Customer shall be liable and indemnify and compensate the Owner for any loss incurred as a result of such failures including but not limited to the cost of repair and the diminution in value of the Vehicle.

10.3 The Customer must call the Owner to arrange any service or maintenance work required. The Owner will then advise the Customer of the appointment date, time and location. Vehicles that exceed the due service date may be subject to additional charges. Should a Vehicle service or any type of Vehicle maintenance be booked in for an appointment and missed by the Customer, the Customer will be responsible for any costs incurred, an administration fee and an abortive charge (costs may vary) will also be charged. Changes can be made up to 24 hours prior to service and maintenance.

10.4 Any replacement or repairs to windscreens and tyres must meet the Vehicle manufacturer's original specification. Any changes to the tyre or windscreen type/specification must be pre-approved by the Owner.

11 Property in the Vehicle

11.1 During the Rental Period (and any additional period until the Vehicle is returned to the Owner) the Owner is not responsible for any property held in the Vehicle. This is kept at the Customer's sole risk.

11.2 The Customer must not leave any property in the Vehicle when returned it to the Owner. Any property left in the Vehicle will be disposed of without notice to the Customer.

12 Damage, loss or theft

12.1 In the event of any loss, damage or theft to the Vehicle, the Customer must provide the Owner with all such assistance and information as the Owner reasonably requests to investigate the matter and/or to otherwise deal with it.

12.2 The Customer must not make any repairs (minor or otherwise) to the Vehicle without the Owner's prior written authorisation. Any authorised repairs that are arranged by the Customer must be carried out by a BS 10125 certified repair centre. The Owner reserves the right to inspect the Vehicle following any repairs carried out or arranged by the Customer to assess its condition.

Accidents

12.3 If the Customer has an accident with or in the Vehicle, the Customer must:

a) not admit or accept liability to any third party;

b) obtain and notify the Owner of all the names and address of all parties involved in the accident, including wherever possible any witnesses;

c) secure the Vehicle, inform the police straight away in the event that anyone is injured, the road is blocked as a result of the accident or, if any third-party property has been damaged;

d) report the accident to the Owner; and

e) in the case of an accident with a third party, notify the Owner within 12 hours of the accident. In the event of confiscation or impounding of the Vehicle by third parties, the Customer must notify the Owner immediately by e-mail and telephone to the branch identified on the Rental Agreement.

Theft of Vehicle and Damage

12.4 If the Vehicle or its keys are stolen, the Customer must report it to the police and obtain a police report or crime reference number, without delay and immediately provide the Owner with the police report or crime reference number and the keys (if possible).

12.5 If the Vehicle is stolen during the Rental Period the Customer is still responsible for payment of the Rental Fees during the remainder of the Rental Period together with cost of replacement of the Vehicle. The Customer will pay the Owner a cost of use fee (calculated at the daily Rental Fee under the Rental Agreement) from the end of the Rental Period or (if later) the date the Owner notifies the Customer of the replacement cost until such time as the Customer has paid the replacement cost to the Owner.

12.6 If the Vehicle is damaged on its return to the Owner the Customer must compensate the Owner for the cost of repairing the Vehicle together with any loss of use (calculated at the daily Rental Fees under the Rental Agreement) until such time as the Vehicle is repaired and returned to the Owner. If a charging cable for an EV is returned damaged or not returned, the Owner will charge the Customer the replacement cost. If the Customer causes any damage to an EV charging station, the Customer will be fully liable for any fine or other charge that the Owner receives. The Owner may also charge an administration fee to cover the handling of the claim and any other reasonable associated costs.

12.7 The Owner works with appropriately qualified experts who estimate the cost of repair to the Vehicle or repair or replacement of the keys, any accessories or any Vehicle documents that are damaged or lost or stolen during the Rental Period. This is estimated using:

a) industry standard labour rates and job duration, according to an industry standard;

b) the price of any original equipment manufacturer parts; and

c) loss of use (being the amount the Vehicle reduces in value and interest, costs and loss of rental).

12.8 The amount of compensation payable to the Owner for any damage will be calculated on the basis stated below. If the damage is of the type set out in the table below then the Owner will charge the Customer the sum set out, which is intended to be a fair and genuine estimate of the Owner's losses resulting from the damage.

Damage	Amount
Repairable stone chip	£60.00 plus admin fee (Condition 12.11)
Repairable small rim scratch (less than 10 cm and excluding Diamond Cut rims)	£75.00 plus admin fee (Condition 12.11)

12.9 The Owner will calculate the compensation due to the Owner for any other damage by asking an appropriately qualified expert to provide an estimate of the Owner's losses resulting from the damage and such losses will include the reasonable fees charged to the Owner by that expert. The expert will base that estimate on the reasonable cost of the repairs to the Vehicle necessary as a result of the damage. The estimate is intended to reflect the loss measured by the open market rate of repairs to the Vehicle at an appropriate dealership or authorised repair centre of the Vehicle. If the Vehicle is beyond economic repair the Customer will compensate the Owner for the market value of the Vehicle less the market rate salvage value for the Vehicle together with any anticipated costs associated with writing off the Vehicle, registration and/or de-registration together with a loss of use fee (calculated at the daily Rental Fees under the Rental Agreement) from the end of the Rental Period or (if later) the date the Owner notifies the Company of the replacement cost until such time as the Customer has paid the replacement cost to the Owner.

12.10 If the Customer disagrees with the estimate of the losses resulting from the damage, the Customer may instruct the Customer's own suitably qualified and accredited expert as agreed with the Owner (at the Customer's own cost) and the Owner may allow the Customer and/or the Customer's expert to access the evidence of the damage in the Owner's possession. If the Owner and the Customer cannot agree with the amount due in respect of the damage, the Owner will jointly appoint an independent expert (and in the absence of agreement either party may require the President for the time being of the Law Society of England and Wales to appoint an independent expert) ("the

Expert") and to agree with the Expert the terms of appointment. The Expert will act as an expert and not as an arbitrator. The decision of the Expert will be final and binding on the Customer and the Owner in the absence of fraud. The fees of the Expert will be paid as the Expert shall direct.

12.11 In addition to any compensation for damage caused to the Vehicle and subject to the Owner's discretion, the following administration fee (as set out in the table below) will be payable to cover the Owner's administration costs for dealing with the breach of contract and associated claim resulting from any damage and/or breach, calculated as a fair and genuine estimate of the cost to the Owner. If the amount of administration the Owner is required to carry out in connection with a damage claim and/or breach of contract is such that the administration fee set out below is likely to be exceeded, the Owner will notify the Customer in writing during the process of dealing with the damage claim and/or breach.

Damage Claim Amount	Admin Fee
£0.00 - £74.99	£20.00
£75.00 - £499.99	£50.00
£500.00 - £2,000.00	£80.00
£2,000.01 and above	£125.00

Any compensation, administration fee or other amount payable under this Condition may, where a valid Direct Debit Instruction is in place, be collected by the Owner in accordance with Condition 3.16.

13 Speeding, parking and traffic fines, charges and fixed penalties

13.1 The Customer is responsible for all fines and charges issued as a result of the Customer or any driver using the Vehicle including all parking fines or charges; toll charges; towing charges; clamping costs; traffic fines or charges; speeding fines; and any other charges or fines. If the Customer is using a public charging station for an EV and the Customer does not move the EV when the charging session has ended, then the Customer may be liable to for an idle fee. The amount of idle fee should be shown at the charging station or in its T&Cs. In case this is charged to the Owner, the Owner will recover it from the Customer.

13.2. The Customer shall be responsible as if the Customer were the owner of the Vehicle for any breach of any legal requirement relating to the operation, use, or possession of the Vehicle by the Customer, including but not limited to, the Road Traffic Act 1988, the Road Traffic Offenders Act 1988, the Road Traffic Regulations Act 1984, the Road Traffic Act 1991, the London Local Authorities Acts 1990 to 2004, the Road User Charging (Charges and Penalty Notices) (London) Regulations 2001, and the London Local Authorities and Transport for London Act 2003.

13.3 Without prejudice to the generality of the foregoing, the Customer will be responsible for any fines, penalties, costs, charges or other liabilities that may be incurred in respect of the Vehicle and will indemnify the Owner on demand against any such fines, penalties, costs, charges or other liabilities. In the event that the Customer fails to pay such sums promptly, the Owner may (but shall not be obliged to) pay such sums and the Customer will reimburse such sums expended by the Owner within seven calendar days of the Owner's demand.

13.4 If a fine, charge or cost pursuant to conditions 13.1 or 13.2 is sent to the Owner because the Customer has not paid a charge or complied with the law, the Owner will take payment for:

a) an administration fee of £40 for every transaction handled by the Owner to cover the Owner's costs of dealing with the fine or charge; and

b) the fine or charge itself (if the Owner must pay it).

Any amount payable by the Customer under this Condition may, where a valid Direct Debit Instruction is in place, be collected by the Owner in accordance with Condition 3.16.

13.5 The Owner will provide the Customer's details, as well as a copy of the Rental Agreement to the authority or private company that has issued the fine, charge or cost pursuant to conditions 13.1 or 13.2 if the Owner considers they have a right to the information and the law allows the Owner to do so.

13.6 If the Owner is not able to lawfully pass on the Customer's information in accordance with Condition 13.3 the Owner will pay the fine, charge or cost on the Customer's behalf and then invoice the Customer for the fine, charge or cost, and the Owner's administration fee.

13.7 If the Customer wants to appeal, contest or dispute a fine or charge, the Owner will give the Customer the details of the fine or charge and the organisation who issued the fine or charge. The Customer must deal directly with the issuing organisation to get a refund and/or compensation. Any decision to appeal, contest or dispute the fine shall be without prejudice to the Owner's right to make a settlement pursuant to condition 13.6 and to the Customer's obligation to reimburse the Owner for such settlement.

13.8 If the Vehicle is seized by the police or customs and excise or any other authority during the Rental Period (and any additional period until the Vehicle is returned to the Owner), unless the seizure was caused by the Owner's negligence or by the Owner breaking the Contract or the law, the Customer will have to pay:

a) any costs the Owner incurs as a result of the seizure;

b) a loss of use fee if the Vehicle is not returned prior to the end of the Rental Period (calculated at the daily Rental Fee under the Contract); and

c) a service fee of £75 for the processing and collection of the Vehicle from the impound.

14 Replacement Vehicle

14.1 Where the Owner supplies a replacement Vehicle e.g. if the original Vehicle is damaged, stolen or rendered not roadworthy, this replacement Vehicle may not be the same make/model/specification as the Customer's original Vehicle although the Owner will endeavour to source a Vehicle that matches the specification the Customer requested. The Rental Fees shall still be payable at the same rate as the original Vehicle.

14.2 Once the original Vehicle has been repaired, the Owner will notify the Customer to arrange for the replacement Vehicle to be returned. Should the replacement Vehicle not be returned within 48 hours' notice of the original Vehicle being ready for collection, the costs of renting the replacement Vehicle will become chargeable in addition to the Rental Fees for the original Vehicle.

15 Insurance and conditions

15.1 COI applies to all Customers, the Customer shall be responsible for the Vehicle for the duration of the Rental Period and the Owner shall be exempted from all responsibility arising from the operation of the Vehicle during the Rental Period.

15.2 The Customer must ensure any COI for the Vehicle is for the duration of the Rental Period, for full replacement value and any additional period until the Customer has returned the Vehicle to the Owner.

15.3 The Customer must prove to the Owner that the protection is valid including providing a copy of the current insurance certificate and ensure that the protection remains valid whilst the Vehicle is out of the Owner's possession. The Customer will be responsible for the cost of the insurance.

15.4 The Customer will be responsible for all losses, damages and claims that the Owner incurs or suffers in the event that any insurance policy fails to be effective or satisfactory or for any payment that the Owner makes to a third party where the third party brings a claim against the Owner relating to the Customer's use of the Vehicle. The value of coverage that the Customer proposes, the type of policy and the COI provider that the Customer has chosen, and the coverage and policy conditions are subject to the prior written agreement of the Owner and shall not be altered during the Rental Period. The Owner may ask the Customer's proposed COI provider to record the Owner's name as the registered owner of the Vehicle. The Customer will be responsible for settling all losses and claims including third party claims if the Vehicle is lost, damaged or stolen. Where the Customer make a claim under the insurance policy which relates to damage to the Vehicle, the Customer will forward any proceeds received under the insurance policy to the Owner.

15.5 The Customer shall indemnify the Owner and keep the Owner indemnified against any and all liabilities, costs, expenses, damages and losses suffered or incurred by the Owner in the event the COI policy lapses, is terminated or is invalidated for any reason. If Customer's COI provider delays or fails to make payment within 30 days of receipt of a claim, then the Customer will be liable to pay this sum immediately. The Customer hereby consents that the Owner may discuss any claim with the Customer's COI provider and that any payment in respect of a claim may be made to Owner directly.

15.6 Vehicles must not, under any conditions, be driven outside the Rental Period. Any Vehicle driven outside of the Rental Period be driven in breach of the Contract.

16 Termination

16.1 The Customer is entitled to terminate the Contract and return the Vehicle at any time giving the Owner no less than 14 days' prior notice.

16.2 If the Customer wishes to terminate the Contract before the end of the Rental Period, the Customer shall be obliged to pay the Early Termination Fee.

16.3 Without affecting any other right or remedy the Owner may have, the Owner may terminate the Contract immediately on notice if:

a) the Customer is in material breach of the Contract which (if remediable) is not remedied within 14 days from receipt of written notice from the Owner specifying the breach;

b) the Customer fails to pay any Rental Fees by the date 14 days after the due date for the same;

c) the Customer is in breach of the warranties at Condition 2.3;

d) the Customer, being an individual, is the subject of a bankruptcy petition or order;

e) the Customer suspends, or threaten to suspend, payment of the Customer's debts or are unable to pay the Customer's debts as they fall due or admit inability to pay the Customer's debts or are deemed unable to pay

the Customer's debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;

f) the Customer commences negotiations with all or any class of the Customer's creditors with a view to rescheduling any of the Customer's debts, or makes a proposal for or enters into any compromise or arrangement with any of the Customer's creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the Customer's solvent reconstruction of that other party;

g) the Customer applies to court for, or obtain, a moratorium under Part A1 of the Insolvency Act 1986;

h) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the Customer winding up (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the Customer's solvent reconstruction;

i) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer (being a company, partnership or limited liability partnership);

j) the holder of a qualifying floating charge over the Customer's assets (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

k) a person becomes entitled to appoint a receiver over all or any of the Customer's assets or a receiver is appointed over all or any of the Customer's assets;

l) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days;

m) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which the Customer is subject that has an effect equivalent or similar to any of the events mentioned in Condition 16.4(d) to Condition 16.4(l) (inclusive);

n) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of the Customer's business;

o) the Customer's financial position deteriorates so far as to reasonably justify the opinion that the Customer's ability to give effect to the terms of the Contract is in jeopardy; or

p) the Owner has reason to believe any of the events in Condition 16.4 (d) to Condition 16.4 (o) is likely to happen.

16.4 If the Owner terminates the Contract early in accordance with these Conditions:

a) the Customer must return the Vehicle within 1 day of the Contract ending;

b) the Customer must pay any amounts owed to the Owner under the Contract together with the Rental Fees for the balance of the Rental Period.

16.5 Without affecting any other right or remedy the Customer may have, the Customer may terminate the Contract immediately on notice if the Owner is in material breach of the Contract which (if remediable) is not remedied within 14 days from receipt of written notice from the Owner specifying the breach. Following such termination the Customer must return the Vehicle as soon as the Customer can, and the Customer must still pay all amounts owed to the Owner under the Contract (including the Rental Fees) until the date of return of the Vehicle.

17. Limitation of Liability

17.1 Subject to condition 17.3, the Owner shall not be liable to the Customer (whether in contract, tort or negligence, breach of statutory duty), misrepresentation or otherwise responsible for any claims, loss of profit, business contracts, revenues, anticipated savings or for any indirect or consequential damage or loss.

17.2 Subject to condition 17.3, the Owner's liability to the Customer (whether in contract, tort or negligence) shall be limited to the aggregate Rental Fees payable under the Contract for the Rental Period.

17.3 Nothing in the Contract shall exclude or limit the Owner's responsibility for fraud; death or personal injury caused by the Owner's negligence; or any other responsibility to the extent that the law says it cannot be excluded or limited.

18 Personal information and security checks

18.1 The Owner shall collect the Customer's personal information and will electronically scan the identity documents onto the Owner's system. The Owner will hold and use the Customer's personal information in order to perform the Owner's obligations under the Contract and for the Owner's business purposes in accordance with the terms of the Data Protection Act 2018 and the Owner's privacy policy which is available on the Owner's website or on request.

18.2 Payment Information

The Owner may collect, store and process the Customer's Direct Debit mandate details and associated payment information for the purposes of administering this Contract, collecting amounts due, conducting credit control activities, enforcing the Owner's rights under the Contract and complying with applicable legal and regulatory obligations. Such information shall be processed in accordance with applicable data protection legislation and the Owner's privacy policy.

19 General

19.1 **Assignment and other dealings**

a) The Owner may at any time sub-contract, assign, or transfer the Owner's rights and obligations to a third party or obtain a, mortgage or charge in respect of the Contract.

b) The Customer may not assign or transfer the Customer's rights or obligations under this Contract to a third party or, subcontract any or all of the Customer's rights or obligations under the Contract without the Owner's prior written consent.

19.2 **Entire agreement.**

The Contract constitutes the entire agreement between the Customer and the Owner, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2.1 No variation of the Contract, shall be effective unless it is agreed by the Owner in writing and signed by a director of the Owner.

19.2.2 Each party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind the Contract which it might otherwise have had in relation to them.

19.2.3 If any provision or part-provision of the Contract is or becomes deemed invalid, illegal or unenforceable, the provision shall be modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

19.3 **Notices.**

a) Any notice or other communication given by the Owner or the Customer under or in connection with the Contract shall be in writing. Such notice to be sent to the Owner's registered office (details on the Owner's website) and to the Customer's address set out on the Rental Agreement and shall be delivered personally or sent by pre- paid first-class post or other next working day delivery service.

b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Condition 18.3(a) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

c) The provisions of this Condition shall not apply to the service of any proceedings or other documents in any legal action.

19.4 No one other than a party to the Contract and its permitted assignees shall have any right to enforce any of its terms.

19.5 The Owner has no liability, and reserves the right to suspend or cancel the Contract in whole or in part (without liability to the Customer), if it is prevented from or delayed in the carrying out of its obligations under the Contract due to any circumstances outside the control of either party including, without limitation, acts of God, flood, lightning, war, revolution, pandemic or epidemic, act of terrorism, riot or civil commotion, strikes, lock outs or other industrial action (whether of the Owner's own employees or others), failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services (an "**Event of Force Majeure**") provided that, if the Event of Force Majeure continues for a continuous period in excess of 90 days, the Customer shall be entitled to give notice in writing to the Owner to terminate the Contract.

19.6 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

19.7 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).