

# RENTAL AGREEMENT



## 1. Your contract with us

When you sign the form over the page you accept the conditions set out in this rental agreement. Please read this agreement carefully. If there is anything you do not understand or do not agree with, please ask any member of staff at the place you rented the vehicle from.

## 2. Rental period

You will have the vehicle for the rental period shown in the agreement. We may agree to extend this rental period but the total rental period may never be more than 30 days.

If you do not bring the vehicle back on time you are breaking the conditions of this agreement. We can charge you for every day or part day you have the vehicle after you should have returned it to us. Until we get the vehicle back we will charge you the daily rate published at the place you have rented the vehicle from.

If you break our agreement, we can ask you to bring back the vehicle before the date and time we have agreed with you. To do this we will give you written notice in person or send it to the address you have given on page 1. Once we have given you the notice in the post, one day after we have posted it you will no longer have our permission to have the vehicle. We may then take back our vehicle. If we believe you have given us false information, we may take back the vehicle without giving you any notice.

## 3. Your responsibilities

- You must inspect the vehicle and any accessories we provide before you take the vehicle. If you are not satisfied with the vehicle or you do not think the condition of the vehicle meets our pre-rental inspection report, you should let us know.  
You must look after the vehicle, and any accessories and the keys or other locking device for the vehicle. You must always lock the vehicle when you are not using it, and use any security device fitted to or supplied with the vehicle. You must always protect the vehicle against bad weather which can cause damage. You must make sure that you use the correct fuel and fluids in the vehicle. You are responsible for any damage to the vehicle caused by hitting low level objects, such as bridges or low hanging tree branches. You will have to pay our reasonable costs for bringing the vehicle back to the condition stated in the pre-rental inspection report. This could include the cost of any damage inside or outside the vehicle, cleaning costs if the vehicle is very dirty, and replacing any items or accessories.
- You must not sell, rent or dispose of the vehicle or any of its parts. You must not give anyone any legal rights over the vehicle.
- You must not let anyone work on the vehicle without our permission. If we do give you permission, we will only give you a refund if you have a receipt for the work we have given you permission for.
- You must let us know as soon as you become aware of a fault with the vehicle, or if the vehicle is stolen or involved in an accident.
- You must bring the vehicle back to the place we agreed, during the opening hours displayed at that place. One of our staff must see the vehicle to check that it is in good condition. If we have agreed that you may return the vehicle outside business hours, you will remain responsible for the vehicle and its condition until it is reinspected by a member of staff.
- You will have to pay for repairs if:
  - the vehicle needs more than our standard valeting (cleaning);
  - you have damaged the inside of the vehicle.
- Before you bring back the vehicle you must check that you have not left any personal belongings in the vehicle.
- We may need to clean the vehicle before our staff can inspect its condition.
- You must not carry any object or substance which, because of its condition or smell, may harm the vehicle or delay us renting or selling it.

## 4. Our responsibilities

We have maintained the vehicle to at least the manufacturer's recommended standard. We will identify and tell you about any existing damage to the vehicle before you sign this agreement. We assure you that the vehicle is road worthy and suitable for renting at the start of the rental period. Also, if you are not renting the vehicle for business purposes, we are responsible for loss caused by:

- the vehicle not matching our description of it;
- the vehicle not being of the quality that you would expect from a rental vehicle;
- the vehicle not being fit to drive;
- us not having the legal right to rent out the vehicle.

We are responsible if someone is injured or dies as a result of our negligence. We are also responsible for losses you suffer as a result of us breaking this agreement if the losses are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time the vehicle is rented. We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us (such as loss of profits or loss of opportunity).

## 5. Property

We are only responsible for loss or damage to property in the vehicle if the loss or damage is a result of our neglect or if we have broken the conditions of our agreement. You are responsible for removing your personal belongings from the vehicle at the end of the rental period, as we are not responsible for any items you leave in the vehicle. If you do leave items in the vehicle, we may agree to keep them for you to collect within a reasonable time. We may charge you reasonable costs for storing the items.

## 6. Conditions for using the vehicle

The vehicle must only be driven by you and any other driver named over the page, or by anyone else we authorise in writing. Anyone driving the vehicle must have a full valid driving licence.

You or any other authorised driver must not:

- use the vehicle for hire or reward;
- use the vehicle for any illegal purpose;
- use the vehicle for racing, pacemaking, testing the vehicle's reliability and speed or teaching someone to drive;
- to tow or push any vehicle, trailer or other object without our written permission;
- use the vehicle while under the influence of alcohol or drugs;
- off roads or on roads unsuitable for the vehicle;
- drive the vehicle outside England, Scotland and Wales, unless we have given you written permission and a Vehicle on Hire Certificate;
- overload the vehicle;
- if the vehicle is a commercial vehicle, use it for a purpose for which you need an operator's licence if you do not have one;
- to carry unsecured loads;
- to carry more passengers than the vehicle was manufactured to legally carry; or
- if the driver does not have a valid operator's licence (if it is a goods vehicle or a minibus).

## 7. Charges

We work out our charges using our current price list, which includes VAT. As shown over the page, you will pay the following charges:

- The rental and any other charges we work out according to this agreement.
- Any charge for loss or damage resulting from you not keeping to condition 3.
- A refuelling service charge if you have used, and not replaced, more fuel than we supplied originally. The charge is based on the rates published at the place you rented the vehicle from.

- All fines and legal court costs for parking, road tolls, Congestion Charging and fines, traffic or other offences (including any costs which arise if the vehicle is clamped). You must pay the appropriate authority any fines and costs if and when the authority demands this payment. If you do not, you will be responsible to pay our reasonable administration charges which arise when we deal with these matters.
- The full cost of repairing or replacing the vehicle if it is damaged or stolen (even if it is not your fault), depending on any insurance you have (as set out in condition 8), if and when we demand this payment.
- A loss-of-income charge, when we demand it, if we cannot rent out the vehicle because it needs to be repaired, it is a write-off (cannot be repaired) or it has been stolen and we are waiting to receive full payment of the vehicle's value.  
We will only charge you for loss of income if we cannot get back the losses under the damage protection programme. We will charge you at the published daily rate and we will never charge you for more than 30 days' rental charges. We will always do everything we can to make sure the vehicle is repaired or we get payment as soon as possible.
- Any charges arising from Customs and Excise seizing the vehicle, together with a loss-of-income charge while we cannot rent out the vehicle, if and when we demand this payment.
- Any recovery charges arising from the vehicle and operator services agency (VOSA), HM Revenue & Customs (HMRC), the police, or any other public organisation (or their agent) who has seized the vehicle. You will also have to pay us a loss-of-income charge while we cannot rent out the vehicle.
- Any published rates for delivering and collecting the vehicle, a charge for an extra driver or returning the vehicle late, and charges for accessories such as child car seats, satellite navigation systems and other similar items.
- Interest, which we will add every day to any amount you do not pay us on time, at the rate of 4% a year above the base lending rate as published by Barclays Bank. We will publish this rate from time to time.
- Value added tax and all other taxes on any of the charges listed above, as appropriate. You are responsible for all charges, even if you have asked someone else to be responsible for them. You can get details of our insurance and damage protection programme from the office you rented the car from.

## 8. Our insurance and damage protection programme

The conditions of our insurance and damage protection programme will apply at all times unless you have agreed with us to provide your own insurance, see clause 9 below. When you sign the form over the page you are accepting the conditions of our insurance and damage protection programme.

- We have a legal responsibility to have third party insurance. This provides cover for claims if you injure or kill anybody, or damage their property. Cover for damage to property is limited. Please ask the rental office for clarification of amounts.
- We will provide cover for loss or damage to, or theft of, the vehicle if you have indicated over the page that you wish the lessor to insure the vehicle. You still have to pay an amount up to the insurance excess cost every time you damage the vehicle or if the vehicle is stolen. The insurance excess cost you have to pay in each case is shown over the page.

## 9. Your own insurance

If we fill in the appropriate box over the page you may arrange your own insurance for the full duration of the rental as long as you can prove that this insurance is valid and have signed the confirmation over the page. We have to agree to the amount of cover you arrange, the type of policy and the insurer you have chosen. We must be satisfied with the cover and policy conditions, and you must not change them. We may ask your insurers to record our name as owners of the vehicle. If the vehicle is damaged or stolen you will let us negotiate with the insurers about whether the vehicle can be repaired or what compensation is due to us. You are financially responsible for settling the full claim and paying all costs if the policy you have arranged fails and the vehicle is damaged, lost or stolen, or a claim is made by any other party.

## 10. What to do if you have an accident or the vehicle is stolen

If you have an accident you must not admit responsibility. You should get the names and addresses of everyone involved, including witnesses. You should also:

- make the vehicle secure;
- tell the police straight away if anyone is injured or there is a disagreement over who is responsible; and
- call your rental dealer immediately and fill in our accident report form as soon as possible;
- get the names and addresses of any witnesses and give them to us;
- send us any notices or other documents relating to any legal proceedings arising out of the theft or loss;
- help us and our insurers in any legal proceedings, including allowing us to take legal action in your name and defending any legal action taken against you; and;
- give us back all keys and report the theft or loss to the police as soon as reasonably possible.

## 11. Information

You agree that we may use any information you have given us to carry out our own market research. If you break the agreement we can give this information to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collectors and any other relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), who can pass it on to any of its members for any purpose stated in the Data Protection Act 1998.

## 12. Ending the agreement

- If you are a consumer we will end this agreement straight away if we find out that your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you. We will also end this agreement if you do not meet any of the conditions of this agreement.
- If you are a company, we will end this agreement straight away if:
  - you go into liquidation;
  - you call a meeting of creditors;
  - we find out that your goods have been taken away from you until you pay off your debts;
  - you do not meet any of the conditions of this agreement.
- If we end the agreement it will not affect our right to receive any money we are owed under the conditions of this agreement. We can also claim extra costs from you if you do not meet any of the conditions of this agreement. We can repossess the vehicle and charge you if we do this.

## 13. Governing law

We aim to deal with all disagreements fairly and calmly. If we cannot deal with a disagreement, we may take the matter to the BVRLA's conciliation service. This agreement is governed by the laws of the country in which you signed it. Any disagreement may be settled in the courts of that country. This agreement contains all the conditions which we have agreed and replaces any written or verbal agreements we have with you.

**Rentals of motorhomes are subject to additional terms and conditions, a copy of which is on display at our premises and on our website, RoamScotland.co.uk.**