

**Updated December 2021**

## **RENTAL TERMS AND CONDITIONS**

### **1. Renter's Agreement with Owner**

(a) These Rental Terms and Conditions and the Rental Agreement Summary together constitute the “**Rental Agreement**”. The Rental Agreement is entered between Renter (as named on the Rental Agreement Summary including online or via a mobile device) and Owner. Any reference to Rental Agreement Summary in these Rental Terms and Conditions includes reference to bookings made online and using a mobile digital device. Any reference to Owner means Rocket Vehicle Group Limited, Oakfields, Ashton PE9 3BA.

(b) Owner and Renter are the only parties to the Rental Agreement even though another entity or person may pay for all or some of the rental bill.

(c) At the point Renter completes a reservation by completing the online booking form or by completing a booking form in person in hard copy or on a mobile device Owner agrees to use all reasonable efforts to make a Vehicle from the chosen category of Vehicle determined by size and/or value for Renter to hire for the Rental Period. However, Owner shall have no liability if they are unable to provide a Vehicle. Furthermore, Renter agrees that the Rental Agreement will only be formed when Owner allows Renter to take possession of the keys to the Vehicle.

(d) Prior to the commencement of the Rental Period Renter will provide any required documents including a valid driving licence, credit card authorisation and proof of address and Owner may at their discretion decide if they are satisfied that Renter meets Owner’s rental criteria.

(e) Any existing damage to the Vehicle will be stated on the Vehicle Condition Report. When Renter takes collection of the Vehicle it is the responsibility of Renter to immediately report any damage which is not recorded on the Vehicle Condition Report.

(f) If Renter is a business, firm, partnership or company that has a corporate hire agreement with Owner, you confirm you have the relevant company’s authority to enter into the Rental Agreement.

(g) Renter agrees that until the Rental Agreement is formed Owner shall have no obligation to Renter. Renter also agrees to be bound by the full Rental Agreement if and when the Rental Agreement is formed.

(h) Renter agrees that Owner may elect at their discretion to pass Renter’s reservation to another vehicle rental business (“**Partner Organisation**”) with which Owner has a referral arrangement in place. In this case, Owner will act as an agent for that Partner Organisation and once Owner has passed Renter’s reservation over to them, this will mean that;

(a) Owner will have no further legal obligations or liability to Renter; and

(b) Any rental agreement for the hire of a vehicle will be between Renter and the Partner Organisation and will be made on the applicable rental terms and conditions of that Partner Organisation and Renter will need to agree and accept those applicable rental terms and conditions before any contract for rental comes into existence.

### **2. Rental Period**

- (a) Renter has the right to use the rental vehicle ("**Vehicle**") until the return date indicated on the Rental Agreement Summary ("**Rental Period**").
- (b) Owner may agree to extend the Rental Period in writing ("**Extended Rental Period**") but the overall Rental Period may never be more than 90 days. The Extended Rental Period may be subject to higher charges and/or to additional security deposit which will be disclosed to Renter prior to the extension of the Rental Period.
- (c) Subject to the following conditions, Renter may choose to return the Vehicle before the end of the agreed Rental Period and thereby terminate this Rental Agreement early (and the Rental Period will be reduced accordingly).
- (i) If Renter has prepaid the Rental Costs (as defined in section 5) to qualify for a "special offer" rate, Renter may not be entitled to any refund due to early voluntary termination.
  - (ii) If Renter has not prepaid the Rental Costs, early termination can have an impact on the daily rates and the other applicable charges if the originally agreed daily rates and applicable charges were conditioned upon the specifics of the original Rental Period. Owner recommends that Renter verify with Owner what impact an early termination has on the Rental Costs before returning the Vehicle early.

### **3. Use of the Vehicle**

- (a) Eligibility: Renter must;
- (i) be at least 25 years of age unless otherwise expressly agreed between the parties
  - (ii) be in the possession of an original UK driver's license valid for the vehicle category applicable to the Vehicle for at least two years
  - (iii) have at least 2 years' recent and regular driving experience for the type of vehicle being rented
  - (iv) be a UK or EU citizen
  - (v) provide a passport or original utility bill (excluding mobile phone bills)
  - (vi) not have made more than one fault insurance claim in the last 3 years
  - (vii) not have had insurance declined and/or renewal refused and/or insurance cover cancelled by any motor insurer
  - (viii) not have been disqualified from driving during the last 36 months and/or not have more than 6 points on their driving licence and/or not have any of the following offence codes;
    - Theft or unauthorised taking UT
    - Drink or Drugs DR or DG
    - Dangerous Driving DD
    - Driving whilst disqualified BA
    - Driving whilst uninsured IN
    - Accident Offences AC
    - Careless Driving CD
    - Licence Offences LC30-50

- Miscellaneous MS50-90
  - Mutual Recognition MR
  - Special Code/Totting Up TT
- (ix) not have any unspent criminal convictions as defined in the Rehabilitation of Offenders Act 1974
- (x) not be engaged in any of the following professions;
- professional sportsman or sportswoman
  - entertainment or theatrical profession
  - racing
  - gambling
  - foreign armed forces or embassy
- (b) Authorised Drivers: The Renter is permitted to drive the Vehicle. The Owner may expressly permit additional drivers who meet the eligibility requirements for Renters in section 3 (a) above ("**Authorised Drivers**"). Any Authorised Drivers will be documented in the Rental Agreement Summary.
- (c) Prohibited Use of the Vehicle: The Vehicle must not be used:
- (i) for carriage of passengers for hire or reward including ride hailing and/or delivery services and/or any carriage of goods or persons for any form of profit or remuneration;
  - (ii) for deliberately causing personal injury or property damage or for any illegal purpose;
  - (iii) for racing, pacemaking, testing the Vehicle's reliability and speed, or teaching someone to drive;
  - (iv) while the driver is under the influence of alcohol, narcotics or drugs;
  - (v) to travel abroad unless specific authorisation from Owner has been previously obtained;
  - (vi) overloaded with more passengers than seatbelts, to transport children without the legally required car seats, or otherwise in breach of the legally prescribed safety precautions;
  - (vii) to propel or tow any other vehicle or wheeled equipment, unless the Vehicle is fitted with a tow bar and Renter has express permission from Owner;
  - (viii) on unpaved roads, racetracks, and test courses;
  - (ix) to transport easily flammable, toxic, or otherwise dangerous substances other than minimum amounts for household use;
  - (x) in a careless or reckless manner;
  - (xi) to drive through or over water or over any objects that Renter knew or ought to have known rise above the ground clearance of the Vehicle;
  - (xii) to drive under a barrier lower than the overhead clearance of the Vehicle;
  - (xiii) in or on that part of any aerodrome, airfield, airport, or military installation designed for the take-off, landing, taxiing, or parking of aircraft and aerial devices, including any associated service roads, fuel supply areas, ground equipment parking areas, aprons, maintenance zones, and hangars;
  - (xiv) to transport goods with a weight heavier than that authorised for the Vehicle, or to

- transport goods deficiently distributed or badly secured, or to carry goods that you do not own for a fee without Owner's written permission; or
- (xv) in contravention of this Rental Agreement or the applicable laws, safety rules and requirements of the countries where the Vehicle is used.
- (d) Handover of Vehicle: The Owner shall hand over the Vehicle to Renter in a good and roadworthy condition and equipped as required by applicable law. Renter is required to check the Vehicle's condition immediately after handover. If Renter notices any damage to the Vehicle or other discrepancies, Renter shall immediately inform the Owner.

#### **4. Renter's Main Obligations**

- (a) Renter is required to
- (i) always lock the Vehicle and secure all of its parts when it is left unattended;
  - (ii) not let anyone work on the Vehicle without Owner's express written permission. If Owner grants such permission, Owner will only give Renter a refund if Renter has a receipt for the work performed;
  - (iii) check oil and water levels and tyre conditions and pressure at regular intervals during the Rental Period;
  - (iv) stop using the Vehicle as soon as possible and contact Owner as soon as Renter becomes aware of any fault with or malfunction of the Vehicle. In particular, Renter must take into account any warning lights that may appear on the dashboard of the Vehicle;
  - (v) bring the Vehicle back to the agreed return location specified in the Rental Agreement Summary (unless a collection has been agreed with the Owner) at the end of the Rental Period in the same condition as it was when it was handed over by Owner according to Vehicle Condition Report provided to the Renter except for any usual wear and tear.
    - A member of Owner's staff will inspect the Vehicle to check the condition of the Vehicle. When returning the Vehicle to the return location during normal business hours (as determined by Owner), Renter will remain responsible for the Vehicle and its condition until the inspection is completed or for one (1) hour after its return, whichever is the shorter period.
    - If Renter is permitted to return the Vehicle to the return location outside of business hours, Renter remains responsible for ensuring the Vehicle key is stored in a safe location and for the Vehicle and its condition until it is inspected by a member of Owner's staff within 2 hours of the start of the next business day.
    - If Owner collects the Vehicle, Renter remains responsible for the Vehicle and its condition until it is inspected by a member of Owner's staff within 2 hours of the start of the next business day.
    - If Renter chooses not to leave the Vehicle at a location agreed with Owner, Renter remains responsible for the Vehicle and its condition until it is inspected by a member of Owner's staff;
    - If Renter are unable or refuse to complete the inspection with Owner,

Owner will inspect the Vehicle in Renter's absence and notify Renter of their findings and include any relevant photographs of such damage Owner finds in their inspection for Renter to review.

- 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 Owner subsequently finds any such damage they will notify Renter with evidence of the same.
- (vi) check that Renter has not left any personal belongings in the Vehicle before Renter returns the Vehicle;
  - (vii) pay any administrative fines, fees, charges, costs, penalties, or other fines that are imposed, issued or incurred in connection with the Renter's usage of the Vehicle during the Rental Period (including usage of the Vehicle by Authorised Drivers or other third parties who are permitted by Renter to use the Vehicle), such as fines or fees for illegal parking or speeding, non-compliance with bus lane, congestion charges, tolls or violations of the rules of the highway or traffic offence or contravention in any country, in all cases, to the extent permitted by law and not caused by Owner;
  - (viii) to use the appropriate fuel as indicated in the Vehicle; and
  - (ix) not to unseal or tamper with the kilometre or mileage indicator.
- (b) In case of an accident or if the Vehicle is lost or stolen, Renter is required to do the following:
- (i) Renter shall accurately report the accident, theft or loss to Owner as soon as possible by any means and confirm this promptly in writing (email is sufficient) to Owner no later than 1 business days in case of a theft and in all other cases 2 business days, from the moment Renter becomes aware of the event;
  - (ii) Renter shall report any theft or loss (or where appropriate, any accident) to the police as soon as reasonably possible and confirm this promptly in writing (email is sufficient) to Owner;
  - (iii) any driver shall avoid admitting responsibility to anyone in relation to the accident unless required to do so by legal process;
  - (iv) any driver shall request the names and addresses of everyone involved, including witnesses, and provide them to Owner no later than 5 business days from the moment Renter becomes aware of the event;
  - (v) any driver shall promptly forward to Owner any notices or other documents relating to any legal proceedings arising out of the accident, theft or loss;
  - (vi) Renter shall cooperate with Owner and Owner's insurers including responding to requests for full and true information and provide assistance in any matters or legal proceedings including allowing proceedings to be brought by Owner in Renter's name and defending any proceedings brought against Renter;
  - (vii) Renter shall return the original keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started to Owner; and
  - (viii) if Renter has elected to use their own insurance on the Rental Agreement Summary Renter must notify their insurers and confirm to Owner that such notice has been given as soon as possible (but in any event prior to the start of the Rental Period)

and provide a cover note or certificate issued specifically for the insured Vehicle covering the whole Rental Period.

#### **5. Rental Costs and other Charges; Additional Services**

(a) Renter shall pay the daily rates as well as any other charges applicable to the rental of a Vehicle as stated on the Rental Agreement Summary, or, if not stated on the Rental Agreement Summary, the publicly available rates at the time of rental ("**Rental Costs**"). A day is a complete or partial period of 24 consecutive hours from the start of the Rental Period.

(b) Rental Costs also include charges for mileage exceeding the included mileage, charges for additional services or protection products.

(c) Unless agreed otherwise in writing, Renter must collect the Vehicle at the time/date and location stated on the Rental Agreement Summary. Renter will be charged for the entire Rental Period even where they fail to collect the Vehicle when agreed.

(d) If Owner agrees to deliver Vehicle then Renter must be available at the agreed time and location to take delivery. Renter will be charged for the entire Rental Period even where they fail to take delivery of the Vehicle.

(e) Unless agreed otherwise in writing, Renter must drop off or arrange collection of the Vehicle at the time/date and location stated on the Rental Agreement Summary. Renter will be charged for any excess to the agreed Rental Period.

(f) Owner may require a security deposit and/or pre-authorise other expenses, as stated in the Rental Agreement Summary, at the commencement of the Rental Period which can be used as security for any future claims which Owner has against Renter in connection with the Rental Agreement. Owner will collect this and any other amounts due under this Rental Agreement from the credit card presented at the time of rental, which will be retained for this purpose unless otherwise agreed between the Parties. Owner will not pay any interest on the security deposit and Owner is under no obligation to hold the security deposit in any account separate from its own assets. Subject to the conditions set out in section 7 and 9, Owner will refund the security deposit and any additional monies taken to the extent that this amount has not been needed to satisfy Owner's claims under this Rental Agreement within a period of 75 days from the date of the return of the Vehicle, or, if the Vehicle is lost or stolen, within a period of 75 days from the agreed end of the Rental Period.

(g) Renter shall pay to Owner on demand:

- (i) any additional charges as notified to the Renter;
- (ii) any amounts not paid by Renter in accordance with section 4(a)(vii);
- (iii) an administration fee of £45 for processing any fines or offences against the Vehicle, Owner, Renter, any Authorised Driver or any other person Renter permitted to use the Vehicle during the Rental Period, unless caused through Owner's own fault;
- (iv) if the Vehicle is returned to an unauthorised location a fee of up to £1000 for cars and up to £2000 for vans;
- (v) a cleaning fee if Renter fails to return the Vehicle in good condition due to unusual wear and tear, including but not limited to smoking in the Vehicle or coarse soiling, to compensate Owner for their actual costs of cleaning; and
- (vi) a re-fuelling service fee if Renter does not return the Vehicle to Owner with the same

level of fuel as at the start of the Rental Period (such level as indicated on the Rental Agreement Summary) calculated as the difference between the fuel level recorded on your Rental Agreement and that recorded upon the return of the Vehicle (in litres) multiplied by the fuel price displayed at the rental location plus an additional charge of up to £25. No unused or excess fuel will be refunded.

(h) All payments must be made by credit card.

## **6. Data Protection Notice**

(a) Owner, as data controller, collects personal data about the Renter and any Authorized Driver in connection with the Rental Agreement or any related agreement or service and uses it as described below and in accordance with the Privacy Policy available at [rocketvanhire.co.uk/legals/privacy-policy](http://rocketvanhire.co.uk/legals/privacy-policy)

(b) In addition to Owner's Privacy Policy, Owner may:

(i) On the basis of contractual necessity:

- a. Process personal data to manage the rental and the commercial relationship with the Renter.
- b. Communicate important information regarding the Rental. These communications are transactional in nature and will be sent via email, text or calls.

(ii) On the basis of the Owner's legitimate business interests, where such interests are not overridden by Renter and Authorized Driver's rights:

- a. Use information to assist Owner in providing better products and services: for example, to evaluate the performance of our staff, to assess the quality of products and services received and to help us improve our websites, facilities and services.
- b. Store information indicating that the Renter or Authorized Driver could be a risk for future rentals, such as recording information about traffic or criminal offences or abusive behaviour towards Owner's staff. This may mean that future rental requests may not proceed.

(iii) Use and share information with third parties to prevent fraud and protect Owner's business interests and rights, privacy, safety and property, or that of individuals and the public. Owner does this to respond to law enforcement requests, collect unpaid bills, to avoid liability for penalties you incur (e.g. traffic citations) and for claims processing purposes;

- a. For fraud prevention purposes, to verify identity and authenticate identity-related documentation as well as additional points of contact for rental related communications through personal references.
- b. Compile statistics and analysis about Renter's and Authorized Driver's use of Owner's products and services.

(iv) On the basis of Renter's consent:

- a. Send Renter marketing information in situations where consent is required.

(v) To establish, exercise or defend legal claims:

- a. Provide details of any accidents in which Renter or any Authorized Drivers are involved to relevant insurance databases.

(vi) Collect and use of Vehicle data from telematics to monitor Vehicle usage and to establish,

exercise or defend legal claims.

- (c) The Vehicle may be equipped with emergency notification functionalities ("eCall System"), which is provided by the manufacturer of the Vehicle ("OEM") to ensure appropriate assistance is provided in the case of an emergency. The Vehicle may also be equipped with technology that collects and transmits data, including information collected from event data recorders, global positioning devices, or any other similar technology, which may be controlled by the OEM or Owner ("Telematics Systems"). When installed and where permissible, the Telematics Systems will enable Owner to collect and use information on the basis of Owner's legitimate interest or where required with your consent, including but not limited to: (1) location information; (2) collision information; and (3) Vehicle operation information such as operational condition, mileage, tyre pressure, fuel status, and other diagnostic and performance information. This information may be combined with information Renter has provided Owner and used to generate Vehicle usage, performance, and other similar information. Owner's use of information collected may include sharing information with third parties, and as set forth in the privacy policy available at [rocketvanhire.co.uk/legals/privacy-policy](http://rocketvanhire.co.uk/legals/privacy-policy). Owner's use of the information may also include storage of this information after the expiration of the Rental Agreement. If a Vehicle has been reported as potentially or actually lost or stolen based on Owner's enforcement of the Agreement or in cooperation with law enforcement, Owner may access Vehicle location data or request access to it from the relevant OEM or system. Renter understands that renting Vehicle does not prohibit Owner from obtaining and using data collected from Vehicle. For a more complete description of Owner's privacy practices, please review the privacy policy available at [rocketvanhire.co.uk/legals/privacy-policy](http://rocketvanhire.co.uk/legals/privacy-policy). OEMs' contact details and information about their data protection practices and terms can be found on their respective websites. If Renter or any occupant pairs a mobile device with the Vehicle's navigation or infotainment systems, personal information may be transferred to and stored on these systems. Owner cannot guarantee the privacy or confidentiality of such information and it is Renter's responsibility to delete all personal information from these systems before returning Vehicle to avoid subsequent occupants or users of Vehicle accessing this information. If Renter downloads a mobile application made available by the OEM and Renter registers the Vehicle in that application, Renter's use of the application may result in the sharing of personal data, vehicle information, location information and driving characteristics with the vehicle manufacturer. Renter's use of these applications is strictly governed by the relevant OEM's terms and conditions and privacy policy and Owner is not in any way responsible for, and Renter releases Owner from, any claim or cause of action which may arise from Renter's use of these applications. Prior to returning the Vehicle, it is Renter's responsibility to either remove the application or delete the Vehicle from the application.
- (d) Owner may disclose personal data to: (i) its subsidiaries (see the Privacy Policy for details); (ii) to law enforcement; (iii) to meet legal compliance requirements such as anti-money laundering laws; or (iv) as part of a sale or merger of Owner's business assets or any related due diligence process.
- (e) Owner retains personal data for commercially reasonable periods of time or in accordance with specific laws or policies.
- (f) In some circumstances the Renter has the right to:
- (i) access and port their personal data;
  - (ii) ask for their personal data to be rectified (where it is inaccurate or incomplete), or to have it erased where Owner no longer has a legitimate reason to process it;
  - (iii) ask for processing to be restricted;



- (iv) object to Owner's processing of their personal data; and
  - (v) lodge a complaint with the applicable supervisory authority.
- (g) If Renter has any queries in relation to this Notice, Renter can contact Owner by post at the address stated above.
- (h) Additional information about Owner's processing of personal data may be provided as and when required and / or applicable.

## **7. Excess Protection**

**Excess Protection (EXP):** If Renter selects EXP, Owner will reduce, subject to the conditions in Clause 9, Renter's responsibility for any loss caused by damage to, or theft of or loss of the Vehicle to the reduced excess indicated on the Rental Agreement Summary, or, if no reduced damage/theft excess is indicated, the first £250 every time the Vehicle is damaged, stolen or lost.

## **8. Termination of Rental Agreement**

- (a) The Rental Agreement terminates with the lapse of the Rental Period or the Extended Rental Period, as applicable, or as otherwise stipulated in this section 8.
- (b) Renter may return the Vehicle and terminate the Rental Agreement early at any time during the Rental Period for any reason by returning the Vehicle and in accordance with the terms of section 2.
- (c) Either party may terminate the Rental Agreement with immediate effect if the other party commits a material breach of the Rental Agreement or if security risks for Renter, Authorised Drivers or other third parties require an immediate return of the Vehicle. A violation of Renter's obligations in section 3, 4, and 5 is a material breach.
- (d) Upon termination of the Rental Agreement, if Renter fails to return the Vehicle to the agreed return location, Owner may repossess the Vehicle, and Renter is liable for any costs incurred in repossessing it in accordance with section 5(d).
- (e) Termination of the Rental Agreement does not affect any rights or remedies provided by law which exist at the date of termination. Any parts of the Agreement which by implication continue after such termination are not affected.
- (f) Owner may notify the police if Renter operates the Vehicle after end of Rental Period or Extended Rental Period, as applicable.

## **9. Liability**

- (a) Third party liability protection is included in the Rental fee unless Renter has elected to use their own insurance. Where included and Renter and any Authorised Driver(s) are in compliance with the terms of the Rental Agreement, Renter and/or Authorised Driver(s) are covered by Owner's insurance policy for damage caused to third parties subject to the terms, conditions, limitations, exceptions and exclusions of Owner's insurance policy. This includes third-party claims for death, bodily harm, and property damage to third parties. Renter shall fully cooperate and assist Owner and Owner's insurers in the investigation of any third party claim and Owner as the contracting party under this insurance policy or insurers will have the right to resolve any claim under the insurance policy as Owner or insurers decide necessary,

without restricting Renter's rights to take legal actions or seek remedies under applicable law.

(b) In the event of damage to, loss or theft of, the Vehicle or of a part or accessory howsoever caused to the Vehicle, unless caused through Owner's own fault, Renter shall (subject to Clause 9(c)) pay Owner on demand:

- (i) The value of the repair or replacement of the Vehicle, part or accessory (as applicable) calculated by either reference to our standard list for minor repairs available upon request which has been independently verified or by an independent expert assessment;
- (ii) Whatever the utilisation of the fleet, an additional sum for the loss of use that will be calculated as follows: (aa) if Owner deems the Vehicle to be repairable, the total of man-hours indicated in the repair estimate divided by 4, then multiplied by the day rate indicated on the Rental Agreement Summary; (bb) if the Vehicle is lost and not recovered, or if Owner deems it to be salvage: 15 days at the day rate indicated on the Rental Agreement Summary. For the purposes of (aa) and (bb) above, if no rate is shown on the Rental Agreement Summary, the rate for the Vehicle will be deemed to be £100 per day capped at 30 days; provided that Owner is not compensated twice for the same loss;
- (iii) administrative costs of £50 when the repair estimate is less than £500; £100 when the repair is between £500 and £1,500; and £150 if the repair is greater than £1,500;
- (iv) a sum for reduction of value if the Vehicle is repairable, corresponding to 10% of the repair estimate if the damages exceeds £500;
- (v) In case the total estimated repair cost of the Vehicle is greater than the value of the Vehicle minus salvage value, an estimate of the retail value of the vehicle immediately prior to the accident, less salvage value;
- (vi) To the extent that any repair does not fully restore the value of the Vehicle, a reasonable sum for the diminishment of value;
- (vii) In case of theft or loss of the Vehicle, an estimate of the pre-theft or pre-loss retail value of the Vehicle, as independently verified;
- (viii) Any towing, storage and impound fees reasonably incurred by Owner as a result of the damage to, loss or theft of the Vehicle.

(c) Providing Renter and any Authorised Driver(s) are in compliance with the terms of the Rental Agreement, Renter will only have to pay an amount up to the level of the excess indicated on the Rental Agreement Summary every time the Vehicle is damaged, stolen or lost. If no excess is indicated on the Rental Agreement Summary, Renter is responsible for the first £1,000 every time the Vehicle is damaged, stolen or lost. An excess will be charged for each separate element of damage or theft if they have no link between them. For the avoidance of doubt no maximum liability will apply if Renter has elected to use their own insurance.

(d) If liability for the damage lies with a third party and full reimbursement is paid to Owner by the insurance company of the third party, Owner will reimburse any amount paid by Renter. Renter agrees to cooperate and assist Owner and Owner's insurers with any inquests concerning any recourse against a third party.

(e) Renter's liability can be reduced with the acceptance of EXP. Renter agrees that EXP does not exempt Renter any costs arising from damage to tyres, lost, stolen or broken keys, key rings, optional accessories (including but not limited to not limited to optional child seats, global positioning systems, ski racks, toll devices and/or other products accepted by Renter) or

damages (i) caused by the use of incorrect fuel; (ii) any breach of section 3, 4 or 5 of the Rental Agreement (iii) caused by Renter failing to take all measures to look after and secure the Vehicle or the keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started; (iv) if the Vehicle has been stolen and Renter cannot give Owner the original keys; (v) where damage is caused to the roof or the underside of the Vehicle; (vi) due to Renter's deliberate or fraudulent act, omission or gross negligence.

(f) Where Renter does not keep the Vehicle keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started secure and the Vehicle is stolen using these keys the Renter shall be liable for the entire value of the Vehicle as calculated in Clause 9(b).

(g) Owner has the sole right and responsibility to repair the Vehicle, and the decision as to whether to repair the Vehicle, and the timing of such repair (and whether multiple incidents of damage caused by different renters will be repaired at the same time) is at Owner's sole discretion.

(h) Unless Renter can prove he has not committed a fault, Renter is liable to Owner for Owner's damages relating to third party claims arising out of or in connection with the rental of the Vehicle during the Rental Period if (i) the Renter is in breach of the terms of this Rental Agreement or if the driver was not authorised to drive the Vehicle under the terms of this Agreement and (ii) to the extent Renter, or driver was at fault.

(i) If any personal belongings are found in the Vehicle after its return, Owner shall notify Renter and ask Renter to pick them up. After 3 months, items will be disposed of.

## **10. Governing Law / Alternative Dispute Resolution**

(a) The Rental Agreement is governed by the laws England and Wales.

(b) Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without the Renter having to go to court. Owner participates in BVRLA dispute resolution.

## **11. Miscellaneous**

(a) If at any time any part of the Rental Agreement is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same is deemed omitted from the Rental Agreement and the validity and/or enforceability of the remaining provisions of the Rental Agreement is not in any way be affected or impaired as a result of that omission.

(b) A full copy of Owner's complaints procedure is available to Renter upon request.

(c) Owner shall send any written notices provided under this Rental Agreement to the address Renter provided in the Rental Agreement Summary. Renter shall send any written notices provided under this Rental Agreement to the address specified in section 1.