

RENTAL AGREEMENT - TERMS AND CONDITIONS

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 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.

3 Your responsibilities

a You must look after the vehicle and the keys to the vehicle and are under a duty to maintain the vehicle in a roadworthy condition. 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 always make sure that you use the correct fuel. You must always ensure that wiper fluid, oil and water levels are regularly checked and topped up if required.

b You are responsible for any damage to the vehicle caused by hitting low-level objects, such as bridges or low branches.

c 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.

d You must not let anyone work on the vehicle without our permission. In the event that any work requires to be done to the vehicle, the vehicle must be returned to us without delay to allow us to carry out the necessary work.

e You must let us know as soon as you become aware of a fault in the vehicle.

f 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.

g You will have to pay for reasonable costs of repair if:

we have to pay extra costs to return the vehicle to its condition when the pre-rental inspection was carried out (for example, if extra valeting time or special material or equipment is needed to restore the vehicle to its pre-rental condition); or the vehicle has been damaged internally or externally whilst in your care.

h By signing this rental agreement you hereby authorise us to proceed to repair any extra damage up to the value of £250 which was not noted on our vehicle check form at the start of the agreement and you agree to pay us for such repairs.

i Before you bring back the vehicle you must check that you have not left any personal belongings in the vehicle.

4 Our responsibilities

We have maintained the vehicle to at least the manufacturer's recommended standard. We assure you that the vehicle is roadworthy 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 being fit to drive; or 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, act or failure to act. 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 opportunity).

5 Property

We are only responsible for loss or damage to property left in the vehicle if the loss or damage results from our negligence.

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 and not be prohibited by law from holding or obtaining such a 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 reliability and speed or teaching someone to drive;
 - use the vehicle while under the influence of alcohol or drugs;
 - drive the vehicle outside England, Scotland and Wales, unless we have given you written permission;
 - load the vehicle beyond the manufacturer maximum weight recommendations and make sure that the load is secured safely;
 - if the vehicle is a commercial vehicle, use it for a purpose for which you need an operator licence if you do not have one.
- you must not use the vehicle or allow it to be used off road or on roads unsuitable for the vehicle;
- you must not drive in restricted areas including, but not limited to, airport service roads and associated areas;
- you must not use the vehicle for driver training activities;

7 Towing

You or any other authorised driver must not use the vehicle for towing unless we have given you written permission.

8 Charges

We work out our charges using our current price list, as published over the page.

You will pay the following charges.

a The rental and any other charges we work out according to this agreement.

b Any charge for loss or damage resulting from you not keeping to condition 3.

c A refuelling service charge if you have used, and not replaced, the quantity of fuel that we supplied at the start of the original rental. The charge will be based on the rates printed at the place you rented the vehicle from on the date the vehicle is returned.

d All fines, court costs and intended prosecutions for parking, 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. All fines and intended prosecutions incurred will attract reasonable administration charges which arise when we deal with these matters.

e The reasonable cost of repairing any extra damage which was not noted on our vehicle check form at the start of the agreement, whether you were at fault or not and the reasonable cost of replacing the vehicle if it is stolen, depending on any insurance you have if and when we demand this payment.

f 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 (can't be repaired) or it has been stolen and we are waiting to receive full payment of the vehicle's value.

g Any charges arising from Customs and Excise or Vehicle Inspectorate seizing the vehicle, together with a loss-of-income charge while we cannot rent out the vehicle, if and when we demand this payment.

h Any published rates for delivering and collecting the vehicle.

i Interest which we will add every day to any amount you do not pay us on time, at the rate of 6% a year above the annual base lending rate of Barclays Bank from time to time.

j 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.

9 Our insurance programme

If we arrange separate insurance, we will give you separate information on the insurance cover and any restrictions which may apply. Otherwise, the conditions of our insurance programme will apply. By signing the agreement over the page you are accepting the conditions of our insurance programme.

We have a legal responsibility to have third party insurance, this provides cover for claims made if you injure or kill anybody, or damage their property (cover for damage to property is limited to £5,000,000).

10 Your own insurance

If we have agreed as indicated under insurance details 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 to confirm 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.

By choosing to arrange your own insurance, you accept that you are personally 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 as made by any other party. For our purposes, by signing this agreement you agree to be fully and comprehensively financially responsible for the vehicle, irrespective of the type of insurance which has been arranged (e.g. third party, fire and theft).

11 What to do if you have an accident

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 the office from which you rented the vehicle, straight away. You must then fill in our accident report form and send it to our address shown over the page.

12 Data Protection

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 1984.

13 Ending the agreement

a 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 may end this agreement if you do not meet any of the conditions of this agreement.

b 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; or

you do not meet any of the conditions of this agreement.

c If we end this agreement it will not affect our right to receive any money we are owed under the conditions of this agreement. We can also claim reasonable costs from you if you do not meet any of the conditions of this agreement. We can repossess the vehicle (and charge you a reasonable amount) without using unreasonable force or causing damage.

14 Governing law

This agreement is governed by the laws of Scotland. Any dispute may be settled in the courts of that country.

CUSTOMER SATISFACTION

As part of our ongoing commitment to providing the best customer service possible, if you are **not** satisfied with the service provided by TOM Airdrie Ltd, please feel free to check the box and tell us why.