



## **BVRLA Rental Agreement and Terms & Conditions of Rental**

### **Member's Obligations**

You agree that you will only use information produced by the BVRLA in accordance with these Terms and Conditions and those set out in the Conditions of Membership.

You represent, warrant and undertake that you will not do anything or cause or permit anything to be done that may infringe, damage or endanger any intellectual property rights of BVRLA or any third party or do anything that is otherwise unlawful.

### **Acceptable Use**

In particular:

You agree that any material, software, data and content of any information provided by BVRLA is for use by the locations specified in your Membership only.

Employees at these locations may not use the material for commercial purposes or cause to be distributed commercially without the prior written permission of the BVRLA.

### **Intellectual Property or Proprietary Rights**

All content, software, data and publication produced by the BVRLA is the property of BVRLA and/or its suppliers.

None of the publication, software, data or contents relating to information issued by the BVRLA may be reproduced, republished, distributed, posted, sold, transferred, linked to or modified without the prior express written permission of BVRLA.

In addition, the trade marks, logos and service marks displayed by the BVRLA may not be used without the BVRLA's prior express written permission.

All copyright, database rights, and other intellectual property rights in the materials or contents relating to information produced by the BVRLA (unless licensed to BVRLA) be owned by and vested absolutely in the BVRLA.

The BVRLA works closely with the Office of Fair Trading to ensure that the industry standard rental agreement reflects the most up-to-date legislation. In its quarterly publication in 2002, the OFT cited the BVRLA rental agreement as a model standard in both clarity and intelligibility.

The BVRLA rental agreement has also attained the crystal mark awarded by the Plain English Campaign.

Only Members of the BVRLA may use the BVRLA standard rental agreement and 6-part NCR stationery sets are available to Members who wish to purchase them. For more information contact Nora Leggett at the BVRLA, tel no. 01494 545713 or email, [nora@bvrla.co.uk](mailto:nora@bvrla.co.uk).

**British Vehicle Rental and Leasing Association recommended rental agreement, copyright of BVRLA. Only members of BVRLA may use it. You must not copy all or part of this agreement without our permission. Our address is River Lodge, Badminton Court, Amersham, Buckinghamshire HP7 0DD. Phone: 01494 434747 Fax: 01494 434499 e-mail: [info@bvrla.co.uk](mailto:info@bvrla.co.uk): web address [www.bvrla.co.uk](http://www.bvrla.co.uk)**

**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. 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.
- 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. If we do give you permission, we will only give you a refund if you have a receipt for the 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
  - you have damaged the inside of the vehicle.
- h Before you bring back the vehicle you must check that you have not left any personal belongings in the vehicle.

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#### 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 matching our description of it;
- the vehicle not being of the quality that you would be entitled to expect from a rental vehicle;
- 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 profits or 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 or a breach of contract.

#### 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;
- 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's 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's licence if you do not have one.

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## 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 on this rental agreement or at the place you rented the vehicle from (or both).
- d All fines and court costs 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. If you do not, you will be responsible to pay our 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 damage control diagram over the page at the start of the agreement, whether you were at fault or not (depending on 4). And the reasonable cost of replacing the vehicle if it is stolen, depending on any insurance you have (as set out in 8), 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.

We will only charge you for loss of income if we can't 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.

- g 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.
- 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 4% a year above the 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.

You can get details of our Damage Protection Programme from the office you rented the car from.

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**9 Our insurance and damage protection 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 and damage protection programme will apply. By putting your initials in the appropriate box over the page you are accepting the conditions of our insurance and damage protection programme.

- a 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 £250,000).
- b We will provide cover for loss or damage to the vehicle if you have ticked the box marked 'Collision and loss damage waiver' over the page. If you accept this, you still have to pay an amount up to the 'responsibility amount' every time you damage the vehicle.
- c We will provide cover for theft and damage to the vehicle caused during an attempted theft if you have ticked the box marked 'Theft waiver' over the page. If you accept this, you still have to pay an amount up to the 'responsibility amount' if the vehicle is stolen.

The responsibility amount you have to pay in each case is shown over the page.

- d We will provide personal accident insurance, personal belongings insurance and goods in transit insurance if you initialled the appropriate boxes over the page.

You can get details of our insurance and damage protection programme (including the main exclusions) from the office you rented the car from.

**10 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 as made by any other party.

**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 our nearest office straight away.

You must then fill in our accident report form and send it to our address shown over the page.

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## 12 Data Protection

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 shown in the Data Protection Act 1998.

## 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 the main requirements 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 the main requirements 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 the country in which it is signed. Any dispute may be settled in the courts of that country.