

Rental Agreement Terms and Conditions

1. General

- a. Please read this agreement carefully before signing. This agreement, which incorporates the detail shown overleaf constitutes a complete statement of all the terms and conditions and replaces all previous written or verbal terms and conditions.
- b. If there is any conflict between Motorent sales literature and this agreement then all terms of this agreement shall prevail.

2. The Hirer's Responsibility

- a. The Hirer ("The Hirer") of the vehicle identified overleaf (or any vehicle substituted in its place) ("The Vehicle") must ensure the correct tyre pressures, engine oil level, coolant level, and automatic transmission oil level (where fitted) are maintained throughout the period of the rental and be checked daily. The Hirer is also responsible for replacing worn/damaged tyres, using the correct fuel type, and re-filling the vehicle with fuel and ad-blue when required.
- b. The Hirer must also ensure that the vehicle is always locked when unattended and take all reasonable steps to prevent loss of or damage to devices supplied with or fitted to The Vehicle are used when The Vehicle is left unattended. For the avoidance of doubt, Motorent shall not be liable for the loss of any property left in or damaged as a result of being in The Vehicle (unless caused by Motorent's negligence). The Hirer agrees to indemnify Motorent in full against any claims relating to such property.
- c. The Vehicle is stolen or unlawfully taken or involved in an accident or incident howsoever caused The Hirer must:
- Inform the police and obtain an incident/crime number.
 - Inform Motorent by calling 02392002002 within 24 hours quoting The Vehicle registration number which can be found overleaf.
 - Where reasonably practicable to do so, obtain names and addresses of any third persons and witnesses and supply them to Motorent in writing.
 - Help Motorent and its insurers in dealing with any Court proceedings including allowing Court actions to be taken in the Hirer's name and defending any proceedings, attending Court if required by Motorent or its insurers.
 - At the time of any incident/accident make no admission of liability to any persons.
 - d. The Hirer must inform Motorent immediately if the vehicle suffers any damage or loss, develops any fault or requires any servicing or maintenance and The Hirer shall permit Motorent to carry out any essential repairs or servicing to The Vehicle.
 - e. The Hirer must return the vehicle in accordance with clause 5 of this agreement.
 - f. The Hirer is not authorised to authorise repairs to The Vehicle of more than £25.00 in total value without Motorent's prior permission. Subject to Clause 4 (insurance) Motorent agrees to refund the cost of any necessary repair up to the value of £25.00 (or more if prior consent) on production of a valid VAT receipt and any parts replaced.
 - g. Save as set out in paragraph 2.f above, The Hirer must not do or allow to be done any work on or to The Vehicle including (but not limited to) altering, removing or hanging any component or changing The Vehicle's specification or appearance without the prior permission of Motorent.
 - h. The Hirer is responsible for ensuring that The Vehicle will not be used:
 - Outside of the mainland of England, Wales, and Scotland unless permitted by Motorent and appropriate documents issued.
 - For hire or reward
 - For racing, pace making, rallying, speed testing, driving tuition or any other hazardous or unusual use
 - For propelling, pushing or towing any vehicle, caravan, trailer or other object unless permitted by Motorent in writing
 - On unsurfaced roads or other unpaved surfaces
 - For any illegal or in contravention of any legislation affecting The Vehicle, its use or construction
 - If the vehicle suffers any damage, develops any fault or requires any servicing - By any person who:
 - is not licensed to drive The Vehicle
 - is under 25 years of age or over 75, subject to the approval of Motorent's insurers
 - is impaired due to the influence of alcohol or substances
 - has provided Motorent with a fictitious name, age or address
 - is not a named driver authorised by Motorent
 - has been convicted of a motoring offence, details of which have not been disclosed to Motorent in writing prior to the rental period - k. The Hirer must not represent that he/she/they/it is the owner of The Vehicle or a servant or agent or employee of Motorent
 - l. Vehicles are supplied with a full tank where applicable. The Hirer must maintain AdBlue levels and respond to any warnings. If returned with a warning light or fault due to low AdBlue, a refill and reset fee may apply. Top-ups are available at our premises during office hours (charges apply).

3. Motorent's Obligations

- a. Motorent agrees to make a vehicle available to The Hirer for The Rental Period specified overleaf ("The Rental Period") at the agreed collection time specified overleaf. The Vehicle will be in good working condition and fit for its normal purposes (please note the restriction in Clause 6)
- b. If The Hirer informs Motorent that the vehicle has broken down Motorent will arrange, where reasonably practicable, for necessary repair to be promptly carried out to The Vehicle
- c. In the event that The Hirer is left without a vehicle as a result of The Vehicle breaking down, Motorent agrees, subject to Clause c. 3a above to take all reasonable steps to provide The Hirer with an alternative vehicle, failing which Motorent shall refund that portion of the sums paid by The Hirer to Motorent in respect of rental charges and insurance in accordance with this agreement relating to the unexpired term of the Rental Period.
- d. Subject to Clause 11, Motorent shall have no liability to The Hirer for loss or damage arising out of or in connection with The Hirer's use of The Vehicle during the rental period unless and to the extent that such loss or damage arises directly from Motorent's negligence, breach of this Agreement by Motorent or breach of any of Motorent's statutory obligations under this agreement.

4. Insurance and Damage Protection

- a. If it is indicated overleaf that the Hirer wishes Motorent to arrange insurance cover then the conditions of Motorent's insurance policy and collision damage waiver agreement or advance protection agreement will apply. Summaries of these are provided at Motorent's depot.
- The Hirer can get details of Motorent's insurance, collision damage waiver scheme or advance protection agreement from the office that The Hirer rents The Vehicle from.
- Any vehicle hired under this Agreement may only be driven by authorised drivers approved by Motorent's insurance.
- In the event of Accident, Theft of Damage to, or Loss of the Vehicle the Hirer must immediately call the Motorent Incident Line, 02392002002.

IMPORTANT: IF YOU FAIL TO NOTIFY MOTORENT WITHIN 24 HOURS IF YOU ARE INVOLVED IN AN ACCIDENT, THEFT OR, DAMAGE TO OR LOSS OF THE HIRE VEHICLE THE FULL EXCESS MAY BE APPLIED AND YOU MAY LOSE THE BENEFIT OF ANY COLLISION DAMAGE WAIVER OR ADVANCE PROTECTION WAIVER.

- Any payment under clause 2f above is subject to any insurance excess.
 - The Hirer shall be liable to pay the full cost of repair of any damage that The Vehicle may suffer as a result of any willful or negligent action by The Hirer, The Hirer's agent or servant and, or any named driver.
- IMPORTANT: THE COLLISION DAMAGE WAIVER DOES NOT COVER DAMAGE TO WINDSCREEN, GLASS, MIRRORS, ANY TYRE/ALLOY DAMAGE, INTERIOR DAMAGE, ROOF OR OVERHEAD DAMAGE ABOVE THE HEIGHT OF THE WINDSCREEN, DAMAGE OR THEFT CAUSED BY RACING OR DRIVING WHILST UNDER THE INFLUENCE OF ALCOHOL OR SUBSTANCES, DRIVER NEGLIGENCE, VANDALISM AND IF THE TERMS AND CONDITIONS OF THE SIGNED RENTAL AGREEMENT ARE BREACHED.**
- IMPORTANT: ANY UNAUTHORISED DRIVER PENALTY CHARGE WILL NOT PROVIDE INSURANCE COVER UNDER MOTORENTS INSURANCE AND THE HIRER AND UNAUTHORISED DRIVER WILL AT ALL TIMES REMAIN LIABLE FOR ANY LOSSES INCURRED BY MOTORENT OR ANY THIRD PARTY.**
- b. The Hirer may arrange his/her/it's own insurance for the full duration of the rental period. Motorent must be satisfied with The Hirer's cover and insurance which must not be charged during the rental period. The Hirer agrees:
- That Motorent must ask for a copy of the insurance certificate to cover the vehicle for the full duration of the hire period
 - To insure The Vehicle for its full value (as notified by Motorent) for the full duration of the rental period and until such time as it is returned to Motorent, against loss or damage (including windscreen damage) by accident, fire or theft under a comprehensive policy of insurance.
 - At Motorent's request The Hirer shall supply full details of the insurance policy including a copy of the certificate
 - Not used or permit The Vehicle to be used in contravention of the terms and conditions of The Hirer's insurance policy
 - To procure that any compensation paid to The Hirer under The Hirer's insurance policy shall be paid without delay to Motorent, and The Hirer shall be liable to compensate Motorent for any loss or damage suffered by Motorent in excess of the monies (if any) paid to Motorent by The Hirer's insurance.
 - In the event The Vehicle is damaged during the rental period, to let Motorent negotiate with the Hirer's to repairing The Vehicle and/or such time as The Vehicle is returned to Motorent and repaired to Motorent's specification.
 - If the policy The Hirer has arranged for any reason and if The Vehicle is lost, damaged, or stolen, to be responsible for settling the full claim and for the payment of all costs in respect of such claim.

5. Returning the Vehicle

- a. The Hirer must return The Vehicle together with its accessories, tyres, tools, charging cables and equipment to the return location as indicated overleaf, at the end of the Rental Period, or earlier, immediately on termination of this agreement. In the condition prevailing at the commencement of the rental period (fair wear and tear excepted) clean and tidy (reasonable traffic grime excepted.)
- b. If the hirer fails to return The Vehicle to Motorent at the agreed time The Hirer may be charged a late return charge payable in accordance with Clause 7 below until such time as The Vehicle is recovered. Motorent reserved the right to repossess The Vehicle if it has not been returned by the end of a rental period and The Hirer may be held liable for all costs incurred by Motorent, its servants, agents or employees as the result of the late returning of The Vehicle and repossessing The Vehicle. In any event, the maximum duration of the rental period shall not exceed six months.

- c. For the avoidance of doubt, The Hirer is responsible for any loss or damage sustained to The Vehicle whilst it is in The Hirer's possession or is returned to Motorent outside of Motorent's office hours, and such responsibility shall continue until The Vehicle has been inspected upon its return to Motorent.
- d. In the event of Motorent repossessing The Vehicle, The Hirer agrees that Motorent shall have a lien against any or all goods or other property found in or on The Vehicle at the time of repossession and Motorent shall have a right to sell the same at public auction or otherwise at its discretion for all charges payable in accordance with Clause 7. If on sale the proceeds fail to realise sufficient to discharge any of the sum under Clause 7, Motorent shall be entitled to recover the difference from The Hirer.

6. Conditions of Use

- a. The Hirer will inspect The Vehicle before the commencement of the rental period and The Hirer will inform Motorent at the time if The Vehicle is not complete, in good order and condition or fit for its normal purpose. The Hirer will inform Motorent at the time if:
- There is any damage to The Vehicle of which The Hirer has not been informed
 - The Vehicle does not have a full tank of fuel; and/or
 - The mileage is not as stated in The Vehicle report
- b. If the person signing this agreement is not The Hirer of the vehicle, then by signing the agreement the signatory warrants that he/she/it is authorised to sign this agreement on behalf of the hirer, and agrees that he/she/it is jointly and separately liable with The Hirer for all obligations of The Hirer.
- c. If The Hirer commits any breach of this agreement Motorent may treat the agreement as terminated and may take possession of The Vehicle.
- d. Save as set out in this agreement or required by law, all conditions or warranties, expressed or implied, statutory or otherwise are hereby expressly excluded.
- e. Maximum payload and individual axle plated weights of The Vehicle must not be exceeded. The Hirer is responsible for the unloading and loading of the vehicle.
- f. No warranties are made concerning the fuel tank capacity or fuel consumption
- g. The Hirer will not be refunded for any unused fuel, early returns, late pick-ups or unused mileage/kms
- h. During the rental period the hirer shall be responsible for the payment of any:
- Fixed penalty offences committed in respect of The Vehicle under Part 111 of the Road Traffic Offenders Act 1998, as amended, replaced or extended by any subsequent legislation or orders and any offence committed under the equivalent legislation to Scotland
 - An administration fee of £25.00 plus VAT will be applied for each fixed penalty notice received by post and processed by Motorent.
 - Excess charge which may be incurred in respect of The Vehicle in pursuance of an Order under Section 15 and 16 of the Road Traffic Regulation Act 1984, as amended, replaced or extended by any subsequent legislation or orders and under the equivalent legislation to Scotland.
 - Penalty or charge which may be demanded by any person, corporation or authority as a result of The Vehicle having been parked or left upon any public or private land or road.

7. Charges

- The Hirer agrees to pay:
- a. Rental Charges detailed overleaf
- b. Any charge for loss or damage resulting from The Hirer not complying with Clause 2 or Clause 4 of this agreement.
- c. Interest which Motorent will add to any late payment by The Hirer on a daily basis.
- d. The cost of repairing any damages howsoever caused to any vehicle over windscreen height whilst The Vehicle is in the Hirer's possession and which is not covered by Motorent's insurance or The Hirer's insurance policy (for the avoidance of doubt, for the purpose of this agreement, the vehicle is deemed to be in the hirers possession until such time as it has been inspected upon its return to Motorent.)
- e. Costs of repair to or replacement of damaged or faulty tyres, wheels, glass or undercarriage cause to The Vehicle whilst in The Hirer's possession
- f. An excess charge of the full daily rate including all chargeable extras as set out in the charges schedule detailed overleaf together with insurances shall be payable on any late return by The Hirer after the expiry of fifty-nine minutes after the due in date and time as set out overleaf.
- g. Motorent current tariff charges for time and materials used for cleaning the interior and exterior of The Vehicle if it is returned in an unfit state for rehire (reasonable traffic grime accepted.)
- h. Motorent's current tariff for rental, excess mileage and fuel; for any accessories, keys, tyres, tools or equipment lost, stolen or damaged and any costs or losses suffered by Motorent as a result for any penalties, fines and/or court costs incurred in the use of The Vehicle whilst it is in The Hirer's possession and which Motorent is obliged; and VAT where appropriate at the current rate.
- i. Any changes from HM Customs & Excise or any Local Authority seizing or impounding The Vehicle, together with a loss of income charge while Motorent cannot rent out The Vehicle, if and when Motorent demands such payment.
- j. If The Hirer has negligently used The Vehicle causing it to stop working properly, any resulting charges levied by any breakdown recovery service provided through Motorent.
- k. Any costs (including legal costs) incurred by Motorent in recovering any sums overdue from the Hirer.
- l. For the loss of use of the full rental daily rate. This charge will apply from the moment the vehicle is returned until the repairs are completed and The Vehicle is returned to the rental-ready condition. The Hirer acknowledges that this fee compensates the owner of the inability to rent the vehicle during the repair period.

8. Early Termination

- a. Clause 8(b);
- The Hirer makes any voluntary arrangement with his/her/its creditors or should become subject administration order or (being an individual or firm) become bankrupt or (being a company) going into liquidation (otherwise than for the purpose of amalgamation or reconstruction);
 - An encumbrance takes possession, or a receiver or administrative receiver is appointed, of any of The Hirer's property or assets or undertaking
 - The Hirer ceases, or threatens to cease, to carry on business or a substantial part of its business.
 - Motorent reasonably apprehends that any of the events mentioned above is about to occur in relation to The Hirer and notifies The Hirer accordingly; or
 - The Hirer in breach of This Agreement
- b. If this Clause applies then, without prejudice to any other right of remedy available to Motorent, Motorent shall be entitled to cancel/terminate this Agreement and repossess The Vehicle without any liability to The Hirer, and any money Motorent is owed under this Agreement will become immediately payable. Motorent may also claim reasonable costs from The Hirer if The Hirer does not meet the requirements of The Agreement. Termination of this Agreement does not affect the liability of The Hirer to make any payments under The Agreement.

9. Data Protection

- a. The Hirer (which for the purpose of this Clause 9 only also includes the person signing this Agreement and any named driver) agrees that Motorent may:
- Use The Hirer's personal information for administration purposes, and market research; and
 - Disclose this information to its service providers and agents including (but not limited to) its insurers, credit reference agencies and the Driver and Vehicle Licensing Authority; for any purpose authorised under the Data Protection Act 1998.
- b. The Hirer is responsible for ensuring that all personal data is removed from the vehicle upon return. This includes, but is not limited to, clearing any saved contacts, call logs, navigation history, and any other data stored through the vehicle's infotainment system, including Bluetooth connections and paired devices. The Owner accepts no responsibility for any data left in the vehicle and will not be liable for any loss, misuse, or breach of data left behind by The Hirer.
- c. By entering into this rental agreement, you agree that we can process and store your personal information in connection with this agreement including data collected from the vehicle. We may use your information to analyse statistics, for market research, credit control and to protect our assets. You agree that if you break the terms of this agreement, we can pass your personal information to credit reference agencies, debt collectors, the police or any other relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), which can share your personal information with its members to prevent crime and protect their assets, as allowed under the Data Protection Act.

10. Contracts (Rights to Third Parties)

A person who is not a party to this agreement has no rights under the Contracts (Rights to Third Parties) Act 1999 or otherwise to enforce any provision of this agreement.

11. IMPORTANT – LIMITATION OF LIABILITY MOTORENT IS ONLY RESPONSIBLE FOR REASONABLY FORESEEABLE LOSSES SUFFERED BY THE HIRER AS A DIRECT RESULT OF MOTORENTS NEGLIGENCE OR BREACH OF THIS AGREEMENT. ANY SUCH LIABILITY IS SUBJECT TO A MAXIMUM, SUM EQUAL TO THE TOTAL CHARGES PAYABLE BY THE HIRER (EXCEPT IN RELATION TO DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR OMISION, WHERE OUR LIABILITY IS UNLIMITED). MOTORENT IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE WHATSOEVER WHICH IS NOT REASONABLY FORESEEABLE BY MOTORENT OR THE HIRER AT THE TIME OF SIGNATURE OF THIS AGREEMENT.

11. Governing Law

The construction validity and performance of this agreement shall be governed by the Laws of England, and the English Courts shall have jurisdiction.

12. Terms and Conditions

By signing the electronic agreement at point of vehicle handover, you confirm that you have read, understood and accept the above.