

BWC VEHICLE RENTAL LTD, TERMS AND CONDITIONS:

1. **DEFINITIONS:** In these terms "We", "Our", "Us", are the company named as the lessor overleaf and "You" are either the company named overleaf or (if that box is left vacant) the person named overleaf. "Vehicle" means the vehicle detailed overleaf, or detailed in any subsequent endorsement to this agreement.
2. **OUR INSURANCE:** If you have indicated overleaf that you want us to provide insurance cover as detailed overleaf for the Vehicle and/or Additional Insurance then the following terms will apply.
 - a) This agreement is subject to and includes all the terms of our insurance policies, copies of which can be inspected at our office.
 - b) The Vehicle may only be driven by the following people:
 - (i) you personally (if your name is given overleaf) or the person who signed the agreement on your behalf (if you are a company whose name is given overleaf); or
 - (ii) any additional driver authorised by us if that person has completed an insurance proposal form and we have accepted it.
 - c) Our insurance will not give you complete cover; the amount for which you are NOT covered is called the Excess (and there are also some situations in which you will be liable for more than the Excess. See clause 2(d)).
 - d) **CONDITIONS OF OUR INSURANCE:** If you breach this agreement our insurance may not cover at all and you will have to pay for the FULL cost of repair or replacement of the Vehicle, even though it was insured at the time. Excesses will be charged on a per incident and not on a per "rental" basis. Please see your obligations under clause 12, below.
3. **YOUR OWN INSURANCE:** If you have indicated overleaf that you want to provide your own fully comprehensive insurance for the Vehicle then the following terms will apply.
 - a) It is your responsibility to insure the vehicle from the moment you take it until the time it is returned to, or collected by us. You must insure it to its full value against loss or damage (including windscreen damage) by accident fire or theft under a fully comprehensive insurance policy with a reputable insurance company. You must supply us with full details, whenever we ask for them and in any event, before you take charge of the vehicle and you must tell the insurance company to note our interest on the policy.
 - b) You hereby authorise your insurer to communicate directly with us and give us any information we require. You also authorise us to take over any claim which you may have which relates to the Vehicle and to negotiate and settle that directly with your insurer.
 - c) You must not permit the Vehicle to be used in breach of the insurance policy. If any money is paid out under the policy which relates to the Vehicle then you must ensure that the money is paid directly to us.
 - d) If you do not insure the Vehicle fully comprehensively and we suffer loss as a result you must compensate us for that loss.
 - e) If for any reason the amount which we receive from the insurance company is less than the loss that we suffer you must pay the difference.
 - f) In the event that you are involved in an accident that results in a claim, or potential claim against you by any third party, you agree to refer the matter to your own insurers for indemnity under the 'driving other vehicles' third party liability extension (or similar section) within your pre-existing insurance policy.
4. **AUTHORITY TO SIGN:** Any person signing this agreement on behalf of a company must be authorised to do so and if not so authorised will be personally liable to pay at such sums due under this agreement to the extent that the company fails to pay them.
5. **PERIOD OF HIRE:** The maximum period for which you are allowed to keep the Vehicle under this agreement is shown overleaf; However: 28 days is our maximum agreement.
 - a) We are entitled to terminate this agreement if you break any of its terms and you must then return the Vehicle immediately;
 - b) In any event the maximum period for which you can hire the Vehicle is 28 days. In the event that the Vehicle is lost, stolen or damaged, you will remain liable to pay us all rental charges as calculated and set out overleaf until settlement of any relevant insurance claim, without limit in point of time, even if we have repossessed the Vehicle under any of the terms of this agreement.
6. **LATE RETURN:** If you keep the Vehicle beyond the Date and Time Due Back (or after we have required its return as above) then, in addition to any claim for compensation which we may bring, you will have to pay charges £25 +VAT for first hour then daily charge will apply.
7. **LOSS OF/DAMAGE TO PROPERTY:** We are not liable to you for any loss of or damage to any property which is carried in the Vehicle and we do not accept responsibility for any property which you leave in the Vehicle when you return it unless we have been negligent. If any third party brings a claim against us for property which is carried or left in the Vehicle you must indemnify us for that claim. We are not liable to you for any consequential or economic losses resulting from our performance of this agreement or delay in or failure to perform it. Nothing in this agreement shall, however, limit our liability for death or personal injury resulting from our negligence, or any other liability we cannot limit by law. All vehicles are tracked at all times.
8. **RESTRICTIONS ON USE OF THE VEHICLE:** The Vehicle must not:
 - a) be taken outside the United Kingdom without our prior written permission;
 - b) be used on a public highway or suitably paved area which is designed to carry motor vehicles;
 - c) be used to propel or tow any other vehicle or trailer unless it is equipped for the purpose and we have given our permission;
 - d) be used to carry passengers for hire or reward or for any driving tuition unless you obtain our prior written permission and provide your own insurance in accordance with clause 3 of this agreement;
 - e) be used for any unlawful purpose or for racing; pace making competitions or speed testing, nor must it be used in any unlawful manner;
 - f) be used in such a manner that it is overloaded (whether in total or in respect of any axle or other part) or is carrying more passengers or goods than it was designed to carry or may lawfully carry;
 - g) be used in such a way as to make the insurance on the Vehicle Invalid;
 - h) be used in breach of the Road Traffic Legislation or the Construction and Use Regulations;
 - i) be used by any person who is not licensed and insured to use it;
 - j) be used by any person who is under the influence of alcohol or drugs;
 - k) be used in the event of any mechanical, electrical or structural failure or damage if further damage might be caused as a result, you will be liable for charges;
 - l) be altered or added to in any way whatsoever.
9. **REPAIRS:** You are NOT allowed to carry out any repairs to the Vehicle (or let anyone else do so) if the cost of those repairs is more than £25 unless you get our written permission first. If we do authorise any repairs then we will refund the cost to you if you produce a VAT receipt and whatever parts you have replaced.
10. **REPOSSESSION:** if you break any of the terms of this agreement, or go into liquidation or administration or suffer any similar event, we are entitled to treat the agreement as terminated and to repossess the Vehicle.

11. **CHARGES/PENALTIES:** You are liable for certain charges as if you were the owner of the Vehicle. These charges are:
 - a) Any fixed penalty offence committed in respect of that Vehicle under Part III of the Road Traffic Offenders Act 1988 of the Road Traffic Act 1991 as amended, replaced or extended by any subsequent legislation and any such offence committed under the equivalent legislation applicable to Scotland, Northern Ireland or any British Isle upon which the Vehicle is being used.
 - b) Any excess charge which may be incurred in respect of the vehicle or the pursuance of an Order under section 45 and 46 of the Road Traffic Regulation Act 1984 or the Road Traffic Act 1991 as amended replaced or extended by subsequent legislation or orders and under the equivalent applicable to Scotland, Northern Ireland or other British Isle.
 - c) Any financial penalty or charge which may be demanded by a third party as a result of the Vehicle having been parked or left upon land which is not a public road. You are also liable for any congestion charges and penalties incurred as a result of non-payment of congestion charges.
You must also pay our administration charges relating to the above. £25 +VAT per fine.
12. **YOUR OBLIGATIONS:** Failure to comply with any provision of this agreement may lead to you becoming personally liable for the full cost of repair or replacement of the Vehicle, and all claims and cost arising from an accident.
 - a) **In the event of an accident involving the Vehicle, or any other event which might give rise to a claim against us. YOU MUST NOT ADMIT RESPONSIBILITY;**
 - I. obtain the names and addresses of all relevant drivers and witnesses including registration numbers of any other vehicles involved;
 - II. COMPLETE THE ACCIDENT REPORT FORM and return it to us immediately after the accident or other event that may rise to a claim;
 - III. secure the vehicle;
 - IV. notify the Policy, where appropriate;
 - V. inform us immediately;
 - VI. safeguard our interests in all other appropriate ways;
 - VII take photos of the incident and damage, driver and passenger/s of all vehicles involved;
 - b) **You must pay:**
 - (i) the hire charges published in our tariff (which can be inspected at our office) unless different charges have been agreed between us in writing.
 - (ii) for all fuel used and any refueling charges.
 - (iii) for any accessories, tyres, tools or equipment which are lost stolen or damaged;
 - (iv) our costs of recovering the Vehicle in the event that you fail to return it to us;
 - (v) any penalties, fines and court costs incurred in the use of the Vehicle before it is returned to us;
 - (vi) our administration fee and the hire charges for the number of days the Vehicle is off the road, in the event of damage to, or loss of, the Vehicle.
 - (vii) the cost of any debt recovery agency required to chase any debt.
 - (viii) any court & legal costs incurred by BWC in relation to any debt.
 - c) **You must look after the Vehicle and its keys.** In particular, you must
 - (i) ensure that the correct tyre pressures, engine oil level, battery fluid level, screen wash level, coolant level and automatic transmission oil level (where fitted) are maintained throughout the period of the hire;
 - (ii) drive with reasonable care and skill;
 - (iii) not drive under any overhead obstacle which is below 6ft from the ground, or which would otherwise cause damage to the top of the Vehicle;
 - (iv) always lock the Vehicle and use any security device fitted or supplied with it;
 - (v) protect the Vehicle against bad weather;
 - (vi) take reasonable steps to prevent the keys from being stolen;
 - (vii) use the correct fuel;
 - (viii) use the vehicle with; reasonable care; for example, not allow its interior to suffer damage or neglect;
 - (ix) not puncture or damage the tyres, You are liable for the cost of puncture repairs.
 - d) You must inform us immediately if the Vehicle is damaged, lost or stolen or develops any fault or requires any servicing and allow us to carry out any essential repairs or servicing.
 - e) You must return the Vehicle (together with all its accessories, tyres, tools and equipment) to our representative at the place where it was hired (unless a different place is specified overleaf) during our business hours at or before the Date and Time Due back, or earlier if we require it. The Vehicle must, when you return it, be in the same condition as when you hired it (fair wear and tear expected) and must be clean and tidy (valet charge £75).
 - f) When the Vehicle is handed out to you the Vehicle will be inspected for damage. It is your responsibility to make sure you note all the damage's as any damage not noted on hand out will be charged on return.
13. **LAW & JURISDICTION:** This agreement and any dispute or claim arising out of or in connection with it or its subject matter for formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. If this agreement is entered into in Scotland, then this agreement shall be governed by and construed in accordance with the law of Scotland.
14. **SHARING OF INSURANCE INFORMATION:** Motor insurers and their agents share information with each other to prevent fraudulent claims and to assess whether insurance cover can be offered. In dealing with the proposal, registers may be searched. In the event of a claim the information supplied on this form and the claim form and the accident report form may be put on a register and made available to others. Insurers and their agents reserve the right to confirm licence details with the DVLA.
15. **PLEASE BE ADVISED THAT WE DO NOT OFFER A REFUND FOR UNUSED RENTAL DAYS OR FUEL:**
16. **MILEAGE:** 'Unlimited Mileage' is subject to a fair usage policy of 2800 miles per 28 days (pro rata) unless otherwise stated in writing.
17. **DATA PROTECTION:** You agree that we may use any information you have given us to carry out our own market research. Additionally, if you break this agreement, we can tell credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), Customs & Excise, the Police, debt collectors, and any other relevant organisation, as permitted under the DATA Protection Act 1998. We may at any time (whether you break the agreement or not), pass your information and information about the Vehicle to the finance company who provide finance to us in relation to the Vehicle (or any member of that finance company's worldwide group of companies), so that their agent(s) can enforce any rights to the Vehicle. By entering this agreement you consent to such information being shared this way. We can also tell the British Vehicle Rental and Leasing Association (BVRLA), who can pass the information on to their members for any purpose by the Data Protection Act 1998. Personal data may be transferred to the above recipients to countries outside the EEA (including the USA and India) which do not provide the same standard of data protection laws as the UK. Any party who receives personal data is required to have appropriate security measures in place to keep the personal data confidential and secure. Some of our vehicles may contain security devices for the prevention of crime and insurance purposes.