



Part of the  
Avis network



# General Conditions of Rental

ACL Hire would like to take this opportunity to thank you, the renter, for your valued custom. We aim to make the rental experience as easy and as cost effective as possible. We have been established in the West Lothian area for over 30 years providing rental on new and used vans and will continue to provide great service and quality for our customers past, present and future.

Please read these General Conditions of Rental (the “General Conditions”) before your rental:

These pages contain the information you - and if you have them – additional drivers need to know about your rental, including what to bring with you when you pick up the vehicle, your responsibilities to us, our responsibilities to you.

It is important to us that you enjoy your experience with us and have all the information you need. So please don't sign without reading. It might take you a little time now but it could save you time later.

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# 1) The Contract

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| <p><b>What is the contract?</b></p> <p>The contract sets out our responsibilities to you and your responsibilities to us when renting a vehicle and any optional extras. It is made up of the following documents:</p> <ul style="list-style-type: none"> <li>• the <b>rental agreement, including</b></li> <li>• <b>the key terms and conditions</b></li> <li>• these <i>General Conditions</i></li> <li>• the <b>vehicle condition report</b> (if provided)</li> </ul> | <p><b>Who is the contract with?</b></p> <p>The contract is with ACL Hire Limited and you, the person named on the rental agreement.</p>   | <p><b>Before you sign</b></p> <p>Please read these documents carefully. If you do not think you have received all the documents – or there is anything you do not understand or agree with – please speak to a member of our team.</p> <p><b>The person who signs the contract must be the person who pays for the rental and the main driver of the vehicle.</b></p>   |
| <p><b>By signing the rental agreement...</b></p> <p>You:</p> <ul style="list-style-type: none"> <li>• accept these terms of <b>contract</b></li> <li>• accept the <i>Privacy Notice</i></li> <li>• agree with the <b>vehicle condition report</b> (if provided).</li> </ul>  | <p><b>In summary, you agree to...</b></p> <ul style="list-style-type: none"> <li>• rent the vehicle – including any replacement vehicles - and optional extras for the rental period</li> <li>• pay the amounts stated in the rental agreement for the vehicle and any optional extras for the rental period</li> <li>• pay rental fees for any extension to the rental period – as well as any optional extras you agreed to verbally</li> <li>• pay relevant administration charges, fees, theft and damage costs, toll charges, parking, traffic or other fines or charges, court costs and/or any other charges according to</li> </ul> | <p><b>What is the rental period?</b></p> <p>The <b>rental period</b> is the period from 'pick-up' – the start date and time shown on the rental agreement – until whichever of these is later:</p> <ol style="list-style-type: none"> <li>1. the end date and time shown on the rental agreement.</li> <li>2. if you return the vehicle, when you hand over the keys and any optional extras to our staff at the return location.</li> <li>3. if you use the collection service, when you hand over the keys, any optional extras and we inspect the vehicle with you at the collection location.</li> </ol> <p><i>Find out more: Section 10) Damage, Loss or Theft</i></p> |

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|  | <p>the terms of the contract.</p> <p><b>When you sign, you are agreeing for us to charge these costs to your payment card.</b></p>   |   |
| <p><b>Additional drivers</b></p> <p>Any additional drivers may be required to sign an additional party form.</p>     | <p><b>Signing the additional party form</b></p> <p>By signing, additional drivers are agreeing to accept the terms set out in the contract.</p>  | <p><b>Does it cost to have additional drivers?</b></p> <p>Yes – we charge for each additional driver.</p> <p><i>Find out more: Section 15) Optional Extras - services</i></p> |
| <p><b>Which laws apply?</b></p> <p>The laws of Scotland.</p>   | <p><b>A part of the contract can only be removed...</b></p> <p>If a judge or other competent authority decides that any part of the contract is invalid or unenforceable. If possible, that part will then be crossed out – but the rest will continue to apply.</p>   |   |
| <p><b>Business customers</b></p> <p>This section only applies if your employer has a business agreement with us.</p> | <p><b>By signing the rental agreement, you confirm...</b></p> <p>You have the company's authority to rent a vehicle and enter into this contract in respect of such vehicle. If there is a conflict between this contract and your corporate or contracted agreement, – unless otherwise stated in your corporate or contracted agreement – the terms of this contract will prevail.</p> |   |

## 2) Requirements you must meet to rent the vehicle

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| <p><b>Driving licences</b></p> <p>All drivers must bring a full driving licence valid for use in the UK for the entire rental period.</p> <p>If any driver can't meet these requirements, they won't be able to drive the vehicle.</p> <p><i>Find out more: ask a member of our team.</i></p> | <p><b>Bringing your driving licence with you</b></p> <p>Drivers must bring all parts of their valid UK driving licence with them.</p>  | <p><b>What happens if you forget?</b></p> <p>Any driver who cannot show their full valid licence will be unable to drive the vehicle.</p>                                       |
|   | <p><b>When do you need an international driving licence or an official translation of your driving licence?</b></p> <p>We do not accept any non-UK driving licence.</p>  |   |
|   | <p><b>How long must drivers have held their licence for?</b></p> <p>All drivers must have held their licence for 12 months.</p> <p>If the driving licence does not show the driver has held it for this minimum period then they must provide evidence, such as previous driving licences or a letter from their driving licence authority stating that they have held it for at least this minimum period</p> | <p><b>If a driver has previous or unspent convictions</b></p> <p>If a driver has any convictions you <b>must</b> ask a member of our team as they may not be able to drive.</p> |

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| <p><b>Payment cards</b></p> <p>You must bring the payment card used to make your booking.</p>   | <p><b>Why do you need to bring your original payment card?</b></p> <p>When you book, we use your payment card as a form of identity check to ensure we give the vehicle to the person who made the booking.</p> <p>If you don't have the payment card used to make the booking with you, we will still rent to you if we have another vehicle available and you meet all our other requirements, but you will have to pay the 'pay at location' prices available on the day as this will be treated as a new rental.</p> <p>You do not have to use the original card to make any additional payments or pre-authorisations but the card must be in your name.</p>  | <p><b>When do you need to bring two cards?</b></p> <p>For certain high value vehicles, we may need you to bring two payment cards in the name of the person who made the booking.</p> <p>This should have been made clear when you booked, but if you want to double check, please speak to a member of our team.</p> |
| <p><b>Security Deposits</b></p> <p>Before we let you rent a car, you need to allow us to take a security deposit.</p> <p>You will need to give us an approved payment card that's in your name and has enough funds available on it to allow us to do so.</p> <p><i>Find out more: ask a member of our team</i></p> | <p><b>What is a Security Deposit?</b></p> <p>A security deposit transfers money out of your account.</p> <p><b>How much will the security deposit be?</b></p> <p>Where a security deposit is taken the amount of the security deposit will be £250, per vehicle, for a rental with a total duration of less than 28 days. For rental periods of 28 days or more, the deposit will range from £100-£500, per vehicle, or as a one-off payment dependent on the result of prior credit checks.</p> <p><b>When you bring the vehicle back</b></p> <p>The final payment amount will be calculated and the security deposit used.</p> <p>If the final payment is greater than the security deposit, we will ask you to pay the difference.</p> <p>If the final payment is less than the security deposit – or you choose to pay using a different method – our team will provide a refund.</p> <p>Typically, card companies take from 7-14 days to add a refund back to your account. We are not responsible for how long it takes for your card company to apply a refund.</p> |   |
| <p><b>Other things to bring</b></p> <p>You need to bring photo ID. You will also need proof of address and your National Insurance number.</p> <p>In this section when we refer to 'you' we mean both:</p>  | <p><b>Photo ID</b></p> <p>Your photo ID will need to be recognisable as you. We can accept your passport or photo driving licence, a national identity card or any other form of government-issued identification.</p> <p><b>What can you use as proof of address?</b></p> <p>You will need to show proof of where you live. This could include a recent utility bill or bank statement (issued in the last 3 months). If your driving licence shows your address, we will also accept it.</p>   |   |

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| <ul style="list-style-type: none"> <li>• The person named on the rental agreement; and</li> <li>• Any additional drivers</li> <li>• Any person who makes payment towards the rental</li> </ul> |  |
| <p><b>Driver age restrictions</b></p> <p>There are age restrictions – but they may vary by vehicle.</p> <p><i>Find out more: ask a member of our team</i></p>                                  | <p><b>What does this mean?</b></p> <ul style="list-style-type: none"> <li>• To drive our vehicles, you – and all of your drivers - need to be at least 23 years old and have held a full, valid driving licence for at least 1 year at the start of your rental. A higher minimum age limit may apply to certain vehicles.</li> <li>• If a driver is under 23 years old, we will try to find you a vehicle with a lower age restriction.</li> <li>• If a driver is under the minimum age restriction for all vehicles – or over the maximum age restriction for all vehicles, they won't be able to drive.</li> <li>• If you – or any of your drivers – are under 25 when you pick up the vehicle, you will each have to pay a young driver surcharge. The cost for this will depend on where you're picking the vehicle up from – but you can expect it to be between £32.50 and £37.70 per day, for each driver, up to a maximum of 10 days.</li> <li>• Are there any maximum age restrictions? <ul style="list-style-type: none"> <li>• No, so long as you hold a full, valid driving licence for at least 1 year.</li> </ul> </li> <li>• I'm over 75 do I need to provide extra information or pay a senior driver surcharge? <p>If you or any of your drivers – are over 75 on the day you return your vehicle, you will need to advise us prior to picking up your vehicle. At some locations, we will seek approval to rent from our insurer.</p> </li> </ul> |
| <p><b>Other circumstances</b></p> <p>If you or anyone in your party behaves in an unacceptable way, we will refuse to rent a vehicle to you.</p>   | <p><b>Unacceptable behaviour</b></p> <p>We will refuse to rent to you if we believe that any driver is under the influence of drink or drugs or you, or a anyone in your party, is – in our opinion – abusive or threatening to any member of our team.</p>  |
| <p><b>If you don't meet all requirements</b></p> <p>We can refuse to rent a vehicle to you – or allow particular drivers to drive.</p>   | <p><b>Examples of failing to meet requirements</b></p> <p>If you fail to meet our requirements set out in this contract, we may cancel your booking. Depending on the notice provided and the reasons for the cancellation, we may provide a refund of any sums paid.</p>  |

### 3) Security Checks

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| <b>Security Checks</b><br>We operate identity, security, driving licence and credit checks.<br>In this section when we refer to 'you' we mean: <ul style="list-style-type: none"><li>• The person named on the rental agreement</li><li>• Any additional drivers</li><li>• Any person who makes payment towards the rental</li></ul> | <b>What does this mean?</b><br>By signing the rental agreement or driving the vehicle, you agree to such checks being carried out against you.<br><i>Find out more: Section 20) Use of Personal Information and our Privacy Notice</i>   |
|  | <b>Failing the checks before or at the time you 'pick-up' the vehicle</b><br>If you fail to meet any of our checks, we may refuse to allow a driver to drive the vehicle or allow you to rent the vehicle.<br>If we find that any amount is owed to us or any other Avis group company, we may refuse to allow a driver to drive the vehicle or allow you to rent the vehicle. |
|  | <b>What happens if you fail the checks during or after the rental:</b><br>If we find out that any information you've given us is false or inaccurate, then you'll have broken your contract with us. You will then have to pay for any costs or damages we incur.  |

### 4) The Price

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| <b>Vehicle rental price</b><br>The vehicle rental price is calculated based on: <ul style="list-style-type: none"><li>• Your start and end dates and times</li><li>• The amount of time you rent for</li><li>• The type of vehicle stated on your rental agreement</li></ul> Unless stated otherwise, the price also includes all additional costs you must pay – for example taxes. | <b>Optional extra prices</b><br>The price of optional extras will be explained to you on collection.<br>Unless stated otherwise, the price also includes all additional costs you must pay – for example taxes. |
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### 5) Customers with disabilities

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| <b>Adapted vehicles</b><br>Specially adapted vehicles can usually be sourced. To help us source an appropriate vehicle please give us advanced notice of your requirements. |
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## 6) Collecting the vehicle

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| <p><b>Vehicle availability</b></p> <p>We usually have a vehicle in the group you requested.</p>          | <p><b>If there is a problem with vehicle availability...</b></p> <p>It would be unusual for us not to have a vehicle in the group you asked for. If it does happen, we will try to find you a vehicle from a higher group at no extra cost.</p> <p>If we can only find you a vehicle in a lower group, and you agree to rent this vehicle, you will only be charged for that vehicle. If you've already paid, you will be entitled to a refund of the difference.</p> <p>To get you on your way we may provide you with an initial vehicle that we then exchange for your preferred vehicle later in the rental period or suggest you use alternative transport until we can get a vehicle in the group requested to you as soon as one becomes available.</p> <p>This hardly ever happens, but if no vehicles are available, you will of course be entitled to a full refund of any amount you have already paid.</p> |
| <p><b>Availability of optional extras</b></p> <p>We usually have the optional extras you pre-booked.</p> | <p><b>What happens if there is a problem with availability?</b></p> <p>It would be unusual for us not to have an optional extra you pre-booked. If it does happen, they will try to get one from another rental location. If this is not possible, they may refund you the cost of the pre-booked optional extra.</p>  |

## 7) Vehicle condition and inspection on 'pick-up'

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| <p><b>Vehicle condition</b></p> <p>The vehicle has been maintained in accordance with the manufacturer's recommended standards and will be roadworthy at 'pick-up'.</p> <p>Any existing damage, other than <b>minor damage</b>, will be stated on the contract.</p> | <p><b>What is minor damage?</b></p> <p>You do not have to report minor damage to one of our vehicles, and we do not charge you for it either. By minor damage, we mean:</p> <ul style="list-style-type: none"> <li>• Scratches: less than 25mm long or any length if they have not broken the surface of the paint</li> <li>• Dents: less than 10mm in diameter which have not cracked the paint</li> <li>• Stone chips: less than 3mm in diameter and without any denting</li> <li>• Wheel or wheel-trim: scuffs without cracking or gouging</li> <li>• Seat covers: damage of less than 3mm in diameter</li> <li>• Carpets: damage of less than 10mm in diameter</li> <li>• Interior: stains or marks than can be cleaned or polished out using our standard cleaning procedure</li> </ul> <p>You will not need to tell us about any of these and you will not be charged for them.</p> |   |
| <p><b>Inspecting the vehicle</b></p> <p>When you pick up the vehicle you should inspect it. If there is any damage, other than</p>  | <p><b>What you need to do...</b></p> <p>It is in your interests to take a few moments to check the vehicle when you pick it up. If you find damage that is not already stated on the vehicle condition report,</p>  | <p><b>If the vehicle is delivered...</b></p> <p>It is your responsibility to inspect the vehicle. Before you drive it, you must inform the delivery driver or contact the rental team to report damage, that is not stated on the vehicle condition report.</p> |

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| <p>minor damage, you must make sure it is recorded on the contract.</p> | <p>you need to tell us about it before you drive away.</p> |  |
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## 8) During the Rental

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| <p><b>Using the vehicle</b></p> <p>There are a few dos and don'ts when you're using our vehicles.</p> | <p><b>You must...</b></p> <ul style="list-style-type: none"> <li>• Use the vehicle and any optional extras according to all laws and regulations (including road traffic laws) in the UK</li> <li>• Use the correct fuel</li> <li>• Lock the vehicle when you're not using it, or when you're refuelling it – and you must use any security device fitted to or supplied with it</li> <li>• Contact us as soon as you become aware of a fault in the vehicle – or if you believe the fault means the vehicle is no longer roadworthy</li> <li>• Make the vehicle available to us, on request (e.g. for servicing, inspection or repair work). You may be charged for our costs where you fail to provide the vehicle when requested.</li> </ul>  |
|   | <p><b>You must NOT...</b></p> <ul style="list-style-type: none"> <li>• Take the vehicle outside of the mainland UK</li> <li>• Use the wrong fuel</li> <li>• Break any laws and regulations (including road traffic laws) while in the vehicle</li> <li>• Drive without due care and attention or at excessive speeds</li> <li>• Use a mobile communication device that may distract you from driving including driving while texting, emailing, using a mobile phone without a hands-free device or otherwise engage in similar activities</li> <li>• Fit your own equipment to the outside of the vehicle which may cause damage to the vehicle for example signage, stickers, roof racks, luggage carriers or bike racks,</li> <li>• Overload the vehicle (as determined by the vehicle manufacturer)</li> <li>• Sell, rent, remove, or dispose of the vehicle or any of its parts or allow anyone else to do so</li> <li>• Sell, rent, remove, or dispose of any optional extras or any of their parts or allow anyone else to do so</li> <li>• Push or tow any trailer or any other vehicle, unless we have fitted a towbar for such purpose</li> <li>• Give anyone any rights over the vehicle</li> <li>• Work on the vehicle or let anyone else work on the vehicle without our prior agreement</li> </ul> |

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|   | <ul style="list-style-type: none"> <li>• Let anyone drive the vehicle other than an approved additional driver</li> <li>• Carry or transport any hazardous, toxic, flammable, corrosive, radioactive, harmful, dangerous or illegal materials</li> <li>• Use the vehicle for any crime or other illegal activity or purpose</li> <li>• Use the vehicle for hire or reward</li> <li>• Use the vehicle for any purpose which requires an operator's licence</li> <li>• Use the vehicle off-road, on a racetrack, for racing, pace making, testing whether for reliability or speed, or for teaching someone to drive, or in connection with motor rallies, competitions, demonstrations or trials.</li> <li>• Use the vehicle whilst any driver is under the influence of alcohol or drugs or other narcotic substances, or medications under the effects of which the operation of a vehicle is prohibited or not recommended</li> <li>• Smoke or use alcohol or drugs in the vehicle</li> <li>• Use the vehicle in an imprudent, negligent or abusive manner</li> <li>• Use the vehicle when any warning light is on or when the service reminder message is displayed unless it is unsafe to stop or you have been advised by us to continue driving. Please contact us immediately.</li> <li>• Carry any animals without our prior agreement.</li> </ul> <p>These examples are not exhaustive; any unlawful or dangerous conduct whilst driving or otherwise making use of the vehicle will be viewed as you breaking the contract and to the extent we are allowed to do so by law, you will lose the benefit of any damage waivers, excess reduction products, personal accident insurance and third party liability insurance.</p> |
| <p><b>Maximum Mileage</b><br/>If a maximum mileage is displayed in the vehicle, and you become aware you will be going over it soon, you must contact us immediately.</p> | <p><b>Keep an eye on the mileage</b><br/>You must not go over the maximum mileage without our agreement. If you exceed the maximum mileage limit during your rental, we will charge you the penalties and costs we incur (including the cost of getting a replacement vehicle to you).</p>  |
| <p><b>Excess mileage allowance</b><br/>On some rentals, a mileage allowance applies. If you go over any mileage allowance, an excess mileage charge will apply.</p>       | <p><b>What does this mean?</b><br/>If there is a mileage allowance, it will be stated on your rental agreement. If you go over this allowance, you will have to pay the excess mileage charge stated on your rental agreement.<br/>When you sign the rental agreement, you give us permission to take payment for this, and we will charge it to your payment card.</p>   |

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| <p><b>Where can you drive?</b><br/>Mainland UK.</p>   | <p><b>Can you drive anywhere else?</b><br/>No. Driving is only permitted in mainland UK.</p>   |
| <p><b>If you have an accident</b><br/>Sometimes accidents happen, so we have some guidance on what to do if you have an accident.</p>         | <p><b>What to do at the scene...</b><br/>You must...</p> <ul style="list-style-type: none"> <li>• Not admit responsibility to any third party.</li> <li>• If possible, note the names and addresses of everyone involved, including witnesses and passengers</li> <li>• Complete the accident report form and return it to us within seven days</li> <li>• If the vehicle is not safe to drive, make it as secure as possible and call us to arrange recovery. If you need one, we'll provide a replacement vehicle as soon as possible</li> <li>• Report the accident to the police and get a police report or crime reference number</li> </ul>  |
|   | <p><b>What to do after the accident...</b><br/>You must...</p> <ul style="list-style-type: none"> <li>• Complete an incident report form and return to us within seven days. This is in addition to the accident report form. If you can't find these in the vehicle, please let us know and we'll send them to you. You must not knowingly tell us wrong information. If you do, you will lose the benefit of any third party liability insurance, to the extent allowed by law.</li> <li>• Not repair the vehicle yourself or let anyone else do so unless we have agreed to it. If you allow repairs to be carried out without our agreement, you will have to pay for it and to the extent allowed by law, you will lose the benefit of any third party liability insurance</li> <li>• Make sure that you and the driver help us with any insurance claim related to the accident</li> </ul> <p>If you do not send us the incident report form or we find out the incident report form contains missing or incorrect information, then you will be charged a processing fee.</p> |
| <p><b>Roadside Assistance</b><br/>If you need to call for roadside assistance, you must only call us or our roadside assistance provider.</p> | <p><b>In the event of mechanical failure:</b><br/>Mechanical failure in our vehicles is rare. However, if it does happen then we will provide Roadside Assistance free of charge. Our roadside assistance provider will try to fix it at the roadside but if they cannot, we will provide you with another vehicle to get you on your way.</p>   |

**In all other circumstances...**

If you need roadside assistance, we will arrange this for you but you will have to pay for it. **You will also be charged for any costs** we incur getting the vehicle back on the road. This may include, but is not limited to:

- Call out and recovery costs
- Repair costs
- Loss of use
- Repatriation costs
- A processing fee
- And any costs to take you, and/or any of your passengers, to another location

By signing the rental agreement, **you give us permission to take payment** for this and we will charge it to your payment card.

**Who are our Roadside Assistance providers?**

**Our Roadside Assistance providers are...**

|                             |             |                |           |                            |
|-----------------------------|-------------|----------------|-----------|----------------------------|
| AA BREAKDOWN VANS           | N/A         | 0800 975 8334  | QUOTE REG | ALL VEHICLES EXCEPT BELOW  |
| AA BREAKDOWN MINIBUS        | BCASP108043 | 0800 374 457   | QUOTE REG | MINIBUSES UNDER 3.5T       |
| AA/FORD ASSIST N/A          | N/A         | 0800 111 234   | QUOTE REG | VEHICLES UNDER 3YEAR OLD   |
| AA TRUCK RESCUE DEPT        | BCASP108256 | 0800 424 151   | QUOTE REG | VEHICLES OVER 3.5T         |
| VW ASSIST                   | N/A         | 0800 777 172   | QUOTE REG | VW UNDER 3YEAR OLD         |
| PEUGEOT ASSISTANCE          | N/A         | 0800 294 0294  | QUOTE REG | PEUGEOTS UNDER 1YEAR OLD   |
| MITSUBISHI ASSIST PACKAGE   | N/A         | 0800 587 9833  | QUOTE REG | MITSUBISHI UNDER 3YEAR OLD |
| MOBILO VAN UK               | N/A         | 0800 3777 7777 | QUOTE REG | MERCEDES UPTO 3YEAR OLD    |
| FIAT BREAKDOWN              | N/A         | 0800 3428 0000 | QUOTE REG | FIAT UNDER 3YEAR OLD       |
| HYUNDAI ROADSIDE ASSISTANCE | N/A         | 0800 246 883   | QUOTE REG | HYUNDAI UNDER 5YEAR OLD    |
| LAND ROVER ASSISTANCE       | N/A         | 0800 521 786   | QUOTE REG | LAND ROVER UNDER 3YEAR OLD |
| TOYOTA ROADSIDE ASSISTANCE  | N/A         | 0844 701 6201  | QUOTE REG | TOYOTA UNDER 1 YEAR OLD    |
| VAUXHALL ROADSIDE ASSIST    | N/A         | 0800 553 388   | QUOTE REG | VAUXHALL UNDER 1 YEAR OLD  |
| AUDI ROADSIDE               | N/A         | 0800 699 999   | QUOTE REG | AUDI UPTO 3 YEARS OLD      |
| JAGUAR ROADSIDE             | N/A         | 0800 246 844   | QUOTE REG | JAGUAR UPTO 3 YEARS OLD    |
| STONE HARDY 24HR TL         | N/A         | 0800 443 334   | QUOTE REG | VEHICLES WITH TAIL-LIFTS   |
| VERSALIFT                   | 1013        | 01536 721 010  | QUOTE REG | VEHICLES WITH AC PLATFORM  |
| ATS                         | 00-941062   | 0800 505 505   | QUOTE REG | ALL VEHICLES               |
| PIRTEK                      | N/A         | 0800 382 438   | QUOTE REG | VEHICLES WITH HYDRAULIC    |

**If the vehicle, keys or any optional extras are stolen**

Sometimes theft happens, so we have some guidance on what to do if anything you've rented from us is stolen.

**What to do at the scene...**

You must:

- report it to the police and obtain a police report or crime reference number without delay,
- immediately provide us with the police report or crime reference number and the keys (if possible).

**What to do afterwards:**

You must:

- Complete an incident report form and return it to us as soon as possible (and in any event within 7 days). We will send this to you. If you fail to send us the incident report form, then a processing fee will apply. You must not knowingly tell us wrong information. If you do, you will lose the benefit of any waivers, excess reduction products, personal accident insurance and third party liability insurance, to the extent we can do so by law.

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|  | <ul style="list-style-type: none"> <li>• Make sure that you and anyone in your party help us with any insurance claim, police or other investigation related to the theft.</li> </ul> |
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## 9) Extending the rental

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| <p><b>Extending the rental</b></p> <p>If you want to extend the rental, please contact us as soon as possible. At the latest, this should be before the end date and time on your rental agreement.</p> | <p><b>If it is possible to extend...</b></p> <p>We'll do our best to help although another customer may have booked the vehicle.</p>  |
|   | <p><b>Extension costs:</b></p> <ul style="list-style-type: none"> <li>• Extra days will be charged at the then current standard day rate.</li> <li>• You may need to go into the rental location to sign a new rental agreement and provide an additional deposit.</li> </ul>   |
|   | <p><b>Failure to extend the rental:</b></p> <p>If you fail to extend the rental and you are more than 29 minutes late returning the vehicle, your rental will be extended and you will be charged an extra day's rental at current pay at location prices plus a late return-processing fee for each day or part of a day until the vehicle is returned.</p>  |
|   | <p><b>If you don't return the vehicle:</b></p> <p>If you do not bring the vehicle back to us at the agreed date and time, you will have broken your contract with us and will lose the benefit of any damage waivers, excess reduction products or personal accident insurance. This means you will need to show that the damage, loss or theft occurred before the agreed return date if you wish to benefit from these waiver and protection products. We will take steps to find the vehicle and get it back. This could include reporting the vehicle to the police as missing or stolen, giving your details to a repossession agency, and/or trying to recover the vehicle from your premises.</p> <p>You will also have to pay:</p> <ul style="list-style-type: none"> <li>• the full cost of recovery</li> <li>• loss of rental income we incur</li> <li>• costs we must pay to third parties in relation to the vehicle</li> <li>• our own reasonable costs, including a late return processing fee</li> </ul> <p>When you sign the rental agreement, you give us permission to do this. We will charge it to your payment card.</p> <p>If you think you're going to be late returning the vehicle, please ask for an extension immediately.</p> |

## 10) Damage, Loss or Theft

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| <p><b>Damage to the vehicle</b></p> <p>This is what happens if the vehicle, keys, any accessories or any vehicle documents are</p> | <p><b>How we calculate the repair costs</b></p> <p>We use a damage matrix to work out the estimated cost of repair. The damage matrix uses an average repair cost for the vehicle group selected, which takes account of different makes and models in that group. We work this out using:</p> |
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| <p>damaged or the keys, any accessories or any vehicle documents are lost or stolen while you're renting it</p>                         | <ul style="list-style-type: none"> <li>• industry standard labour rates and job duration, according to an industry standard estimating tool;</li> <li>• the price of any original equipment manufacturer parts,</li> <li>• loss of use (being the amount the vehicle reduces in value and interest costs, rather than potential lost rental value). We will only charge loss of use if the vehicle needs to be sent away to be repaired.</li> </ul>   |
|   | <p><b>You pay...</b></p> <p>You are responsible for paying:</p> <ul style="list-style-type: none"> <li>• either the cost of replacement or the estimated repair costs, whichever is lower;</li> <li>• our loss of use; and</li> <li>• our processing fee of £55.</li> </ul> <p>You will not be charged if our standard cleaning procedure resolves the damage.</p>  |
|   | <p><b>Tyres</b></p> <p>You will be charged for damage to tyres and punctures. Tyre pressures must be checked daily to avoid unnecessary tyre wear. Any such excessive wear shall be charged at the current rate. You will be charged for any damage to the tread or sidewall of the tyre that is deemed unacceptable. You will be charged at the current rate for any tyre that is worn to a minimum level and is required to be replaced if such tyre is below its recommended manufacturer mileage allowance.</p> |
| <p><b>Loss or theft</b></p> <p>This is what happens if the vehicle is stolen during the rental period.</p>                              | <p><b>You pay...</b></p> <p>You are responsible for paying:</p> <ul style="list-style-type: none"> <li>• the cost of replacement</li> <li>• our loss of use</li> <li>• a processing fee</li> </ul>  |
| <p><b>Damage to optional extras</b></p> <p>This is what happens if any optional extras are damaged or if you don't bring them back.</p> | <p><b>We will...</b></p> <p>Charge you a <b>replacement fee</b>, on top of the rental fee.</p>  |
| <p><b>Third party property damage and personal injury</b></p> <p>This is what happens if you're in an accident where someone is</p>     | <p><b>We pay...</b></p> <p>The vehicle comes with third party liability cover. This means you're <b>covered for any damage caused to another person's property</b> - for example, their vehicle - and/or any injury suffered by third parties, including passengers in the rental vehicle. You will not have to pay any of their costs, unless:</p> <ul style="list-style-type: none"> <li>• the damage or injury was caused by your negligence;</li> </ul>   |

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| <p>injured, or their property is damaged.</p>   | <ul style="list-style-type: none"> <li>• you break the contract (for example allowing someone we have not approved drive the vehicle); or</li> <li>• you break the law</li> </ul> <p>In these circumstances, if the law requires us to provide you with third party liability cover, the minimum cover required by law will still apply but we, or our insurer, may seek to recover our costs from you.</p> <p>Third party liability cover does not cover any injury to the driver of the rental vehicle or any personal items inside the vehicle.</p> <p><b>How can you get additional cover?</b></p> <p>You can buy your own personal accident insurance from a third party provider.</p>             |  |
| <p><b>Damage, Loss or Theft resulting from you breaking the contract</b></p> <p>If the vehicle, keys, accessories, optional extras or any vehicle documents are lost, stolen or damaged as a result of you or anyone in your party breaking the terms of the contract then you are responsible for all costs.</p> | <p><b>How will this affect you</b></p> <p>If you break the terms of your rental agreement with us, <b>you may lose the benefit</b> of any third party liability insurance.</p> <p>So you will have to pay:</p> <ul style="list-style-type: none"> <li>• The full cost of replacement or estimated repair costs</li> <li>• Any loss of use</li> <li>• Any costs we have to pay to third parties</li> <li>• And our own reasonable costs, including a processing fee</li> </ul> <p>In these circumstances, if the law requires us to provide you with third party liability cover, the minimum cover required by law will still apply but we, or our insurer, may seek to recover our costs from you.</p> |  |
| <p><b>Payment</b></p> <p>If there has been any damage, loss or theft then we need to take payment from you.</p>   | <p><b>What will you have to pay when the damage, loss or theft is discovered?</b></p> <p>You'll pay no more than the excess amount for each clearly separate incident of damage for the vehicle, set out in the rental agreement.</p> <p>When you sign the rental agreement, <b>you give us permission to take this payment for the damage or loss</b>, and we will charge it to your payment card.</p> <p>This will happen when you return the vehicle or exchange it. If the vehicle has been stolen, we will charge you when the return date stated on your rental agreement passes.</p>   | <p><b>What will you have to pay later?</b></p> <p>If you are required to pay more than the excess, we will invoice you for the additional costs.</p> <p>By signing the rental agreement, you give us permission to take payment for the damage or loss. Wherever possible, we will charge it to your payment card.</p> |

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| <p><b>Third party protection products</b></p> <p>If you decide to buy cover from an external provider, you will still have to pay if the vehicle is lost, stolen or damaged.</p>  | <p><b>You will have to...</b></p> <p>Pay the full costs set out above.</p> <p>Then make a claim with your external provider to get your money back. It is your responsibility to ensure you understand the terms of any cover you buy from an external provider and for any claim you make. We are unable to help you with your claim.</p>  |
| <p><b>What if you can prove the damage, loss or theft was not in any way your fault or due to your negligence; or if you can prove the damage was less than we said?</b></p> <p>To the extent the law allows, you will need to pay even if you know who stole or damaged the vehicle.</p> | <p><b>We will...</b></p> <p>If we are allowed by law to do so, require you to pay for the damage or loss and the rental costs, even if the vehicle is not found or repaired at the time we take payment.</p> <p>Even though we don't have to do this, we will try – with your help – to recover costs from third parties. If we're successful, we will refund these costs to you.</p> <p>You won't be responsible for these costs if they come about through our negligence, or if we've broken the contract.</p> <p>If you can show the damage was not in any way your fault or due to your negligence, we will refund these costs to you (if we have already taken payment because we are permitted by law to do so). If you can show the damage was less than we said, we will refund you the difference</p> |

## 11) Speeding, parking and traffic fines and charges

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| <p><b>Fines and other charges</b></p> <p>You're responsible for making sure that the vehicle you've hired is used according to the law.</p> | <p><b>You are responsible for...</b></p> <p>You are responsible for all fines and charges issued as a result of you or any driver using the rental vehicle.</p> <p>Fines and charges could include:</p> <ul style="list-style-type: none"> <li>• All parking fines or charges</li> <li>• Toll charges</li> <li>• Towing charges</li> <li>• Clamping costs</li> <li>• Traffic fines or charges</li> <li>• Speeding fines</li> <li>• And any other charges or fines</li> </ul>   |
|   | <p><b>When we receive fines or charges meant for you...</b></p> <p>If a fine or charge is sent to us because you haven't paid a charge or complied with the law, we will take payment for:</p> <ul style="list-style-type: none"> <li>• Our administration fee of £30 inc. VAT to cover our costs of dealing with the fine or charge</li> <li>• The fine or charge itself – if we have to pay it</li> </ul> <p>By signing the rental agreement, you give us permission to take these payments. We will charge them to your payment card.</p> |
|   | <p><b>Passing on your details</b></p>  |

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|  | <p>By signing the rental agreement, you agree to us giving your details, as well as a copy of the rental agreement, to the authority or private company that has issued the fine or charge if we consider they have a right to the information and the law allows us to do so. This enables them to transfer the fine or charge to you, and contact you. We charge you a processing fee for doing this.</p>   |
|  | <p><b>If we cannot pass on your details</b></p> <p>There are times when we cannot lawfully pass on your information. In these circumstances, we'll pay the fine or charge on your behalf and then invoice you for the fine or charge, as well as our administration fee.</p>  |
|  | <p><b>Your rights to appeal</b></p> <p>If you want to appeal, contest or dispute a fine or charge, we will give you details of:</p> <ul style="list-style-type: none"> <li>• The fine or charge</li> <li>• The organisation who issued the fine or charge</li> </ul> <p>You must deal directly with the issuing organisation to get a refund and/or compensation. Unfortunately, we cannot help you with your dispute.</p>  |
|  | <p><b>If the rental vehicle is seized</b></p> <p>Unless the seizure was caused by our negligence; us breaking the contract or the law; if the vehicle is seized by the police; Customs and Excise or any other authority while you're renting it, you will have to pay:</p> <ul style="list-style-type: none"> <li>• Any costs we incur as a result of the seizure</li> <li>• Plus any loss of rental income while the vehicle is not available to rent to someone else</li> <li>• Plus a processing fee</li> </ul> |

## 12) Returning the vehicle

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| <p><b>Returning the vehicle</b></p> <p>Unless we have agreed something different with you, you must return the vehicle and any optional extras you rented to the return location stated on your rental agreement by the end date and time.</p> | <p><b>Returning the vehicle early</b></p> <p>If you bring the vehicle and any optional extras back to us early, you will still have to pay for the full rental period.</p> <p>Because special offers and discounts often relate to specific time slots, you may even end up having to pay more if you bring the vehicle back early.</p> | <p><b>Returning during opening hours</b></p> <p>We recommend that you are there when we inspect the vehicle. We will give you this opportunity but this may mean you have to wait during busy times.</p> |
| <p><b>Out of hours returns</b></p> <p>Unless you've agreed it with us,</p>   | <p><b>If you return a vehicle out of hours</b></p> <p>If you do return the vehicle and any optional extras</p>  | <p><b>Your responsibilities</b></p>  |

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| <p>you cannot return the vehicle and any optional extras outside of our normal opening hours.</p> <p>If we do agree to let you return a vehicle and optional extras out of hours, there are some things you need to know.</p> <p><i>Find out more: Section 10) Damage, Loss or Theft</i></p> | <p>outside of our normal opening hours, you must:</p> <ul style="list-style-type: none"> <li>• Leave any optional extras in the boot or trunk</li> <li>• Secure the vehicle near the return location</li> <li>• Leave the keys in our secure post boxes outside the rental location and tell us where the vehicle is</li> </ul> | <p>You remain responsible for the vehicle and any optional extras, until whichever of these happens first:</p> <ul style="list-style-type: none"> <li>• We inspect the vehicle</li> <li>• 12h00 noon on the next day the return location is open for business, after we have collected the vehicle, keys and any optional extras</li> </ul> <p>If we cannot locate the vehicle and keys within five days, we will treat them as lost.</p> <p>You will also be responsible for:</p> <ul style="list-style-type: none"> <li>• Damage to, or loss of, the vehicle or any optional extras</li> <li>• Any parking, traffic or other fines or charges that are incurred during this time</li> </ul> <p>unless, of course, they're caused by our negligence, or us breaking the contract or the law.</p> |
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### 13) Vehicle condition and inspection on return

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| <p><b>Vehicle condition</b></p> <p>You must return the vehicle and any optional extras in the same condition you received them.</p>                   | <p><b>Normal Wear and Tear:</b></p> <p>We will allow for normal wear and tear; bearing in mind the distance you travelled and the length of your rental.</p> <p>This includes (but is not limited to) tyres, fittings, documents, run-flat compression kits, keys, and any navigation devices (GPS), child seats or other equipment and their associated user guides, cables and carrying cases (if any).</p>  |
| <p><b>Inspection on Return</b></p> <p>We always inspect the vehicle on its return.</p> <p><i>Find out more: Section 10) Damage, Loss or Theft</i></p> | <p><b>Being there during inspection</b></p> <p>We recommend that you are there for the inspection so that any damage can be agreed, the total to pay can be confirmed and payment can be taken.</p> <p><b>If you are not there for inspection</b></p> <p>We will inspect the vehicle in your absence. In order to avoid unexpected charges, it is important you be there for the inspection.</p> <p><b>If we find damage</b></p> <p>We will add the cost of any damage we find to the amount you have to pay for the rental period. We will charge your payment card for this amount. You will not be liable for this amount if you can show the damage was not in any way your fault or due to your negligence or breach of the contract.</p> |

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|   | <p>When you sign the rental agreement, you are authorising us to take payment for damage if necessary. We will automatically charge your payment card. We will provide you with a receipt.</p>  |
| <p><b>Using our collection service</b></p> <p>If we agreed to collect the vehicle from you, we will try to do it on the end date and time stated in your contract.</p> <p>Alternatively, if we have agreed to collect at a different time, to do it then.</p> <p><i>Find out more: Section 9) Extending the rental, Section 12) Returning the vehicle, Section 16) Optional Extras - services, Section 14) Fuel</i></p> | <p><b>When we collect</b></p> <p>Our driver will try to:</p> <ul style="list-style-type: none"> <li>• Inspect the vehicle with you or someone they reasonably believe is acting on your behalf</li> <li>• Confirm the total rental amount due</li> <li>• Take payment</li> </ul> <p>If no one is there when we collect, the vehicle may be taken to the nearest rental location and inspected in your absence.</p> <p>You must pay for the fuel we use to take the vehicle to the nearest rental location.</p> <p>We strongly recommend you're there when we inspect the vehicle.</p> |
|   | <p><b>If we find damage</b></p> <p>We'll add the cost of any damage we find to the amount you have to pay. We'll charge your payment card for this amount. If you can show the damage was not in any way your fault or due to your negligence, we will refund this cost to you.</p> <p>When you sign the rental agreement, you're authorising us to take payment for damage if necessary. We will automatically charge your payment card. We will provide you with a receipt.</p>   |
|   | <p><b>If we can't collect</b></p> <p>If our driver can't collect the vehicle because:</p> <ul style="list-style-type: none"> <li>• It's not at the agreed location</li> <li>• He or she can't find the keys</li> <li>• Or for any other reason outside our control</li> </ul> <p>We will contact you to rearrange collection – or arrange for you to return the vehicle to us.</p>  |
|   | <p><b>What this will cost</b></p> <p>If our driver is unable to collect the vehicle:</p> <ul style="list-style-type: none"> <li>• You will be charged for the failed collection</li> <li>• And we'll treat the situation as a failure to extend the rental</li> </ul> <p>Unless, of course, the failure was caused by our negligence or us breaking the contract.</p>   |

## 14) Fuel

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| <p><b>At the start of the rental</b></p> <p>The vehicle will normally be supplied with an empty tank of fuel, as shown on the factory-installed fuel gauge. We recommend you fill up as close to our location as you can.</p> | <p><b>At the end of the rental</b></p> <p>You must return the vehicle to us with equal fuel to that at the collection point, as shown on the factory-installed fuel gauge.</p> |
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## 15) Optional Extras - services

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| <b>What services are available?</b><br>We offer a variety of services to help you on your journey such as delivery and collection services and roadside assistance.  |  |
| <b>Additional drivers</b><br>You can add additional drivers to your rental.<br><b>All your additional drivers should read the terms set out in the contract carefully before they drive the vehicle.</b><br>If we agree to additional drivers, any fees and surcharges will be stated on your rental agreement.  | <b>How adding more drivers works</b><br>We charge a £20 fee (inc. VAT) for every additional driver we allow to drive the vehicle. If any of your additional drivers are outside of our age restrictions, we will also charge a driver surcharge.<br>You can only let drivers that we have approved drive the vehicle. No one else is allowed to drive the vehicle.<br>You will be responsible for all costs – whether they're down to you or your additional drivers.  |
| <b>Delivery Service</b><br>We offer a delivery service where we drop off the vehicle and any optional extras you requested, at the address you give us for the start date and time. If we agree to a delivery, this will be stated on your rental agreement.<br><i>Find out more: Section 2) Requirements you must meet to rent the vehicle, Section 7) Vehicle condition and inspection on 'pick-up'.</i> | <b>How the delivery service works</b><br>We charge a fee for delivering the vehicle.<br>If you choose to have the vehicle delivered, you must: <ul style="list-style-type: none"><li>• Be resident in the UK</li><li>• Be present at the delivery location during your requested delivery period</li><li>• Have the items with you that you need to rent the vehicle.</li></ul> If you do not meet the requirements in this contract, then we may refuse to deliver the vehicle to you.<br>You must give us at least one day's notice to organise delivery. We may be able to deliver at shorter notice, but you will need to check with our team.   |
| <b>Collection service</b><br>We offer a collection service where we pick up the vehicle and any optional extras you rented at an address given by you at the end date and time.<br>If we agree to a collection, it will be on your rental agreement.<br><i>Find out more: Section 13) Vehicle condition and inspection on return</i>   | <b>How the collection service works</b><br>We charge a fee for collecting the vehicle.<br>You must be available to hand the vehicle over during the period you've asked us to collect it. It's important that you're there when we inspect the vehicle – so you don't get any charges you weren't expecting.<br>You remain responsible for the vehicle and any optional extras, until you hand over the keys, any optional extras and we inspect the vehicle with you at the collection location.<br>If the vehicle and any optional extras are not available when we arrive, we may charge you for the failed collection. Then you will either need to book a new collection – and pay another collection fee – or return the vehicle to the rental location yourself.<br><b>Please give us one day's notice that you would like us to collect the vehicle.</b> We may be able to collect the |

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|  | vehicle at shorter notice, but you will need to check with our team. |
| <b>One-Way rentals</b>   |  |
| You must return the vehicle during office hours to our rental location in Bathgate. You cannot return your vehicle to any Avis or Budget location. |  |

## 16) Optional Extras - Waivers and Protections

We offer these products but please also refer to 'Damage, Loss or Theft' section for more information on when you can benefit from our cover. Waiver and protection options will not apply in the circumstances set out in Waivers section in the Key Terms and Conditions.

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| <b>What waiver and protections are available?</b>  |   |
| We offer a variety of waiver and protection options to protect you on your journey, a sample of which can be found below.  |   |
| <p><b>Damage Waiver (CDW):</b></p> <p>Damage Waiver reduces the amount you pay for each clearly separate incident of damage if the vehicle, keys, any accessories or any vehicle documents are unacceptably damaged or the keys, any accessories or any vehicle documents are lost or stolen while you are renting it.</p> <p>In most cases, Damage Waiver is provided with the vehicle as standard. If it is included, it will be stated on your rental agreement.</p> <p><i>Find out more: Section 10) Damage, Loss or Theft, Location Conditions - Waiver and protection options or ask a member of our team.</i></p> | <p><b>Damage Waiver covers</b></p> <p>The amount you pay for each clearly separate incident of unacceptable damage will be the lower of a) the vehicle replacement fee plus a processing fee; b) the vehicle damage fee plus a processing fee or c) the excess stated on your rental agreement.</p> <p>To the extent we legally may, the amount you pay will not be reduced if the damage was caused by or as a result of:</p> <ul style="list-style-type: none"> <li>• water or fire damage, that was your fault</li> <li>• driving the vehicle without due care and attention</li> <li>• driving or using the vehicle in breach of Section 8 During the rental, Using the vehicle.</li> </ul> |
| <p><b>Theft Protection waiver (TP)</b></p> <p>Theft Protection waiver reduces the amount you pay if the vehicle is stolen during the rental period.</p> <p>In most cases, Theft Protection waiver is provided with the vehicle as standard. If this is included, it will be on your rental agreement.</p> <p><i>Find out more: Section 10) Damage, Loss or Theft, Location Conditions - Waiver and protection options, or ask a member of our team.</i></p>  | <p><b>Theft Protection covers...</b></p> <p>The amount you pay will be the lower of a) the vehicle replacement fee plus a processing fee; or b) the excess stated on your rental agreement.</p> <p>The amount you pay will not be reduced if the loss or theft was caused by – or as a result of:</p> <ul style="list-style-type: none"> <li>• Keys being left in the vehicle</li> <li>• Keys being lost or stolen as a result of your negligence</li> <li>• Using the vehicle in breach of Section 8 During the rental, Using the vehicle.</li> </ul>  |

## 17) Payment

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| <b>Payment Methods</b> | <b>Payment cards we accept</b>                              |
|                        | We accept Amex, Visa, MasterCard, Electron, Maestro, Cash*. |

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| <p>We accept a variety of payment types but this varies depending on the country of rental.</p> <p>Additional payment methods may be accepted in the rental location - additional conditions may apply.</p> | <p>*Limited options for cash payments are available, see in store for more details.</p> <p>For Contract Rental only (period exceeding 28 days) we also accept Cheque or BACS.</p> <p><b>Payment cards we don't accept</b></p> <p>We do not accept American Express Travellers Cheque cards and Pre-Paid cards even if they carry the American Express, Visa or MasterCard logo on them.</p> |
| <p><b>Late payments</b></p> <p>If you are late making payment, we may charge you, without further notice, interest on the amount that is overdue.</p>   | <p><b>Interest charges and costs</b></p> <p>In accordance with statute, interest is calculated at a percentage per year above the base lending rate of the Bank of England.</p> <p>We may also charge you for any costs we incur while we're trying to get payment from you – including legal costs.</p>  |

## 18) Ending the Contract Early

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| <p><b>When we end the contract early</b></p> <p>In some circumstances, we will seek to end the contract.</p> <p>In this section when we say 'you' we mean:</p> <ul style="list-style-type: none"> <li>The person named on the rental agreement</li> <li>Any drivers</li> <li>Anyone who makes payment towards the rental</li> </ul> <p><i>Find out more: Section 9) Extending the rental, or speak to a member of our team.</i></p> | <p><b>Private Individuals:</b></p> <p>If you are renting as a private individual, we may end the contract straight away if:</p> <ul style="list-style-type: none"> <li>we find out that any of your belongings have been taken away from you until you pay off your debts; or</li> <li>a receiving order has been made against you; or</li> <li>you are declared bankrupt; or</li> <li>you break the contract in a way that causes us significant loss or harm, or in a way that cannot be rectified.</li> </ul> | <p><b>What this means:</b></p> <p>If you break the contract by not doing what you agreed to, you must pay:</p> <ul style="list-style-type: none"> <li>any amounts owed to us under the contract and</li> <li>for the losses we suffer as a result, provided they are losses that we both thought, when you signed the contract, could arise if you broke the contract (known as "<b>foreseeable losses</b>").</li> </ul> <p>Foreseeable losses could include:</p> <ul style="list-style-type: none"> <li>loss of rental income,</li> <li>the cost of repairing or replacing damaged items, or</li> <li>any amounts we have to pay to third parties if we are late in returning the vehicle to them.</li> </ul> <p>You may also lose the benefit of any damage waivers, excess reduction products, personal accident insurance and third party liability insurance.</p> <p>You will not have to pay for losses that are not directly related to you breaking the contract or losses that were not foreseeable.</p> <p>We will reimburse you if you can show that you or any additional driver was not responsible for</p> |
| <p><b>Companies or partnerships:</b></p> <p>If you are renting on behalf of a company or partnership, we may end the contract straight away if:</p> <ul style="list-style-type: none"> <li>the company or partnership goes into administration or liquidation; or</li> <li>the company or partnership calls a</li> </ul>  |  |  |

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|  | <p>meeting of its creditors; or</p> <ul style="list-style-type: none"> <li>• we find out that the company's or partnership's goods have been taken away from it until it pays its debts; or</li> <li>• you or the company or partnership breaks the contract in a way which causes us significant loss or harm, or in a way which cannot be rectified</li> </ul>   | <p>breaking the contract or the costs were not caused by you or any additional driver breaking the contract.</p> <p>Where you do not return the vehicle and/or any optional extras you rented within 1 day of the ending of the contract, we will treat this as a failure to return the vehicle.</p>   |
| <p><b>If we do something wrong:</b></p> <p>If we break the contract, you may end the contract straight away.</p> | <p><b>What you must do:</b></p> <p>If you decide to end the contract because of us breaking it, tell us straight away. You must return the vehicle and any optional extras as soon as you can.</p> <p>You must still pay all amounts owed to us under the contract including the rental costs for the rental period until the date of return and inspection of the vehicle.</p> <p>You must do what you can to reduce (or mitigate) any losses you suffer.</p> | <p><b>What we must do:</b></p> <p>Nothing in the contract reduces your statutory rights. However, if we break the contract by not doing what we agreed to, we must pay for the losses you suffer as a result, provided they are losses that we both thought, when you signed the contract, could arise if we broke the contract (known as "<b>foreseeable losses</b>").</p> <p>Foreseeable losses could include your reasonable costs of using alternative means of transport during the original rental period.</p> <p>We will not be responsible for your foreseeable losses where you have been able to recover them from someone else. We will not pay for losses not directly related to our failure to provide you with a vehicle or losses that were not foreseeable by you and us (such as loss of profits or loss of opportunity).</p> <p>If we break the contract because of an unforeseeable or unavoidable event – such as a terrorist act or natural disaster – we will not be required to comply with our obligations under the contract for the duration of time that the event is going on.</p> <p>Nothing in the contract shall limit or exclude our responsibility for (i) fraud; (ii) death or personal injury caused by our negligence; or (iii) any other responsibility to the extent that</p> |

|  |  |  |
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|  |  | the law says it cannot be excluded or limited. |
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## 19) Use of Personal Information

### Your Personal information

We process personal information for a variety of reasons.

In this section when we refer to 'you' we mean: (i) the person named on the rental agreement, (ii) any drivers and (iii) any person who makes payment towards the rental

### What we use it for:

We will use (or process) your personal information and that of any additional drivers in order to:

- provide the rental services to you,
- carry out relevant identity, security, driving licence and credit checks,
- maintain and improve our administration and management of our services, and
- send you information about similar goods and services that we think will be of interest to you if the law allows us to do so. You may opt out of receiving such information at any time by contacting us or by clicking the unsubscribe button in the email you receive.

For the detection and prevention of crime, we may use electronic devices in the vehicle to monitor the vehicle's condition, performance and operation and to track the vehicles movements. This information may be used during the rental period and at any time afterwards, (if relevant and if the law allows us to do so). We will not make any voice or video recordings.

Please see our privacy policy available on our website for more information.

By signing the rental agreement, you give us your express consent to our use of your personal information for as long as the law allows us to.

### Who we share it with

We share your personal information with:

- **Other companies within the international group operating **Avis Rent-a-Car System and selected third parties, who could be located both within and outside of Europe.**** They offer adequate levels of protection. We share your information solely in order for them to provide the vehicle rental services and other services to you.
- **Wizard Co. Inc.**, the owner of the reservation system, which is located in the United States of America, but only to the extent necessary to process your booking through the reservation system,
- **Third parties such as the police and private parking operators** if we consider they have a right to the information and the law allows us to. For example, if there is an allegation of speeding, or that you have failed to pay a traffic fine or charge.
- **Third parties usually located in the country of rental**, to allow relevant identity, security, driving licence and credit checks to be carried out and to detect and prevent crime in relation to your rental.
- **Third parties, usually located in the country of rental to investigate accidents and thefts**, and to try to recover costs for damage caused to the vehicle, any optional extras and to individuals.

Please see our privacy policy available on our website for more information.

By signing the rental agreement, you give us your express consent to us using and transferring your personal information for as long as the law allows us to. You have the right to withhold

your consent to your data being forwarded to third parties or being used for advertising purposes.

**Your rights of access:**

You have a legal right to access the information we hold about you, to ask for any personal data to be corrected, modified, blocked or removed. You have a right to ask for an explanation of the data processing and further rights set out in the applicable data privacy laws to the extent this is necessary to ensure the fair processing of your data. You also have the legal right to object to the processing of such information for compelling and legitimate reason.

To access this information, please contact [privacy@abg.com](mailto:privacy@abg.com).

## 20) Lost Property

**Notification:**

We will do our best to contact you if we find any personal belongings in the vehicle.

**Belongings containing personal or financial information:**

We will dispose of any personal or financial information after 28 days, as follows:

- Passports and driving licences will be handed in to the local police station or passport agency;
- Payment cards will be shredded;
- All electronic devices phones, tablets, computers, laptops, cameras and satnavs memory sticks including any items potentially containing personal data will be sent to Redeem (<http://www.redeem.co.uk/>) who have been appointed to ensure that all devices are properly wiped and recycled; and
- Any cash will be banked.

**Other belongings:**

All other belongings not containing personal or financial information will be disposed of after three months as follows:

- Clothing/sunglasses/glasses will be donated to a local charity;
- Paperwork will be shredded;
- All other items (including child seats, satnav cradles, phone charges, USB chargers) will be disposed of with normal waste; and
- Medication and will be destroyed in a secure medication receptacle.

**How to claim lost property:**

To claim lost property, you will have to show valid ID (e.g. driving licence, passport and proof of address) You will be required to complete and sign our customer declaration. If you ask someone to collect on your behalf, they must present a letter or fax authorising the collection signed by the renter.

We will arrange for your lost property to be couriered to you if you are unable to collect your property yourself. You will be required to pay in advance the relevant courier charges.

## 21) Complaints and Contacting Us

**Customer Services:**

We want you to be happy with your rental but we know that sometimes things go wrong.

**Contact Us:**

We take customer service seriously and commit to dealing with complaints fairly and thoroughly.

If you want to complain about your rental, please speak to a member of our team in the Rental Station.

We are a member of the British Vehicle Rental and Leasing Association (BVRLA), which will review disputes independently with no additional cost to you. If you make a complaint and are unhappy with our final response you can refer your dispute to the BVRLA conciliation service. We can tell you how to do this.

**Thank you for choosing ACL  
Hire, part of the Avis network**

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Part of the  
Avis network

**AVIS**