

## 1 General Terms

### 1.1 Definitions And General Principles

1.2 "Approved Driver" means you and any person(s) named in the Rental Agreement as an Approved Driver. "charge" and/or "fee" means those set out in the Rental Agreement.

1.3 "Damage" is any damage occurring to or loss of the Vehicle (including glass, lights and mirrors), and any damage occurring to third party property caused by the Vehicle.

1.4 "Rental Agreement" is the agreement signed by you when taking the Vehicle from us and to which these Terms and Conditions apply.

1.5 "Rental Period" means the period shown on the Rental Agreement.

1.6 "Third Party Claim" means any claim made by third parties for death or personal injury or damage to their vehicle or property.

1.7 "You" the person who has signed the Rental Agreement.

1.8 "Vehicle" is the car, van or truck that you have agreed to rent from Rental Choice Ltd (T/A Gatwick Car and Van Rental) for the agreed duration as set out in the Rental Agreement or any replacement we provide. This includes its keys and all parts and accessories present within the Vehicle from the commencement of the Rental Period.

1.9 Your Contract With Us. Please read these Terms & Conditions carefully.

They, together with the Rental Agreement form the agreement between you and us for your rental of the Vehicle. By signing a Rental Agreement or by clicking on the Book Now button on the website you are agreeing to the Rental Agreement and these Terms and Conditions. If you think that there is a mistake in these terms, please contact us to discuss. Our acceptance of your order will take place when we email you to accept it or you sign the Rental Agreement, at which point a contract will come into existence between you and us. These Terms and Conditions supersede any previous Terms and Conditions. If you are a retail customer this is our entire agreement with you. If you are a business customer these terms and the Rental Agreement constitute the entire agreement between us in relation to your hire of the Vehicle. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement. We may end the Rental Agreement immediately if we have reasonable grounds to believe that you might be insolvent and we reasonably believe that you will not be able to pay your invoice or debts when they become due, or enter into an individual Voluntary arrangement.

### Data Protection & Privacy Policy

We shall collect your personal information and will electronically scan the identity documents onto our system. We will hold and use your personal information and that of any other Authorised Driver in order to perform the Rental Agreement with you. The information collected shall be used as follows.

## Sharing Of Data

From time to time we may make your personal information available to our group of companies for business administration purposes. We may also use such information to search the files of credit reference agencies who will record this search. This information will be used only to help make credit reference decisions, verify identity, or, occasionally, for fraud prevention or tracing debtors as well as dealing with any issues before, during and after the Rental Period. If any identity or credit-check fails based on the information you have provided, we may not be able to insure you for the Vehicle and therefore may refuse the rental of the Vehicle. Rental Choice, our suppliers and partners in common with other self-drive hire businesses, collects, processes and shares data relating to our customers and any claim or claims made by or against them arising from the provision of vehicle rental services with other vehicle rental businesses, businesses within the insurance industry, the claims and accident management industry and suppliers of counter-fraud data mining and analytical services. In processing and sharing this data our aim is to help us to validate the information provided and for the detection, management and prevention of fraudulent claims. The data that we share will be held and utilised for the on-going prevention detection and management of fraud within the insurance industry, claims industry and self-drive hire industry. You acknowledge: We may transfer your personal details to our business partners, such as repairers and breakdown assistance and any other organisation with whom we have a business relationship to enable us to carry out our obligations under the Rental Agreement. We may transfer your personal details, including details of any criminal offences or alleged criminal offences to: o Credit reference agencies o The Driver and Vehicle Licensing Authority (DVLA) o Debt Collectors o Protection underwriters (CUE Database) o The British Vehicle Rental and Leasing Association (BVRLA) – which can share your personal information with its members to prevent crime and protect its assets, if you breach of the Rental Agreement. We may transfer your personal details to the police, including details of any criminal offences or alleged criminal offences, and anyone injured by you whilst you were in a Vehicle rented from us.

## Marketing

Where you have agreed to us doing so we may use your personal information for marketing purposes. You have the right to remove your consent to this at any time.

Any use for advertising purposes shall only be for the purposes of our own advertising (including advertising byway of recommendations). We will not pass your data on to any third parties for marketing purposes. You can withdraw your consent at any time to any processing or use of your personal data for marketing by e-mail to: [info@gatwickcarandvanrental.com](mailto:info@gatwickcarandvanrental.com)

## Telematics

The Vehicle may be fitted with telemetry systems or other similar devices that may track the Vehicle location and will be used as a tool for measuring how the Vehicle is being operated. This is to maintain

and protect the vehicle. We may contact you in the event that the device indicates that you may be breaking these Terms & Conditions and may ask you to modify your driving behaviour or that of any Approved Driver, and we reserve our right to terminate the Rental Agreement in the event that you continue not to comply with these Terms and Conditions. The information may be used both during and post Rental Period.

#### Liability and Limitation of Liability

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for (a) death or personal injury resulting from negligence; or (b) fraud or fraudulent misrepresentation; or (c) breach of the terms implied by section 2 of the Sale of Goods and Services Act 1982. If you are a business, we are not liable to you or your business (whether in contract or tort, including without limitation negligence) or otherwise responsible for any loss of profit, business contracts, revenues, anticipated savings nor for any indirect or consequential damage of any kind. Subject to section [1.2], if you are a business, our liability to you (whether in contract or tort, including without limitation negligence) shall be limited to the rental charge you are required to pay us under the Rental Agreement. If you are a consumer, you agree that you will not use the Vehicle for any commercial or business purpose and accordingly that if you use the Vehicle for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

#### Termination Of Agreement

If we terminate the Rental Agreement, it will not affect our right to receive any monies we are owed under the existing Rental Agreement. We may immediately end the Agreement if we become aware or suspect that you have, or any Approved Driver has breached these terms and conditions.

#### Governing Law

Which laws apply to the Rental Agreement and where you may bring legal proceedings if you are a consumer. This Rental Agreement is governed by the laws of England. We or you may bring a claim either in the country where the Vehicle is collected or in your country of residence. Which laws apply to the Rental Agreement and where you may bring legal proceedings if you are a business, you and we both agree that the Rental Agreement shall be governed by the laws of England and Wales and to the exclusive jurisdiction of the English courts.

## Alternative dispute resolution

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the British Vehicle Rental and Leasing Association via their website at <http://www.bvrla.co.uk>. The British Vehicle Rental and Leasing Association will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution at <http://ec.europa.eu/consumers/odr/platform>. 1.8 Contracts (Rights Of Third Parties) 1999 Any person(s) who is not a party to the Rental Agreement cannot enforce any of our responsibilities under the Rental Agreement.

## Miscellaneous

If either of us does not insist upon strict performance of any of the other's obligations under the Rental Agreement or any of these terms, or if either of us does not exercise any of the rights or remedies to which we are entitled under the Rental Agreement, this shall not constitute a waiver of such rights or remedies and shall not relieve the other of us from compliance.

## Terms and Conditions of Rental

If the whole or any part of the terms of these terms and conditions prove to be illegal or unenforceable the remainder of the terms and conditions shall remain in full force and effect. You may only transfer your rights or your obligations under a Rental Agreement if we agree in writing.

## Summary of your key legal rights as a consumer

This is a summary of your key legal rights as a consumer. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06. The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. If this is not the case you may be entitled to the following: the repair or replacement of the Vehicle a right to reject the Vehicle and receive a refund of anything paid for the period of hire that you do not get because the contract is treated as at an end.

## Bookings

Bookings are only for a specific vehicle group, not for a specific vehicle model. In the unlikely event that we are unable to provide you with a Vehicle, your sole remedy will be the refund of any monies you have prepaid to us.

## Cancellation Notice

If you did not prepay for your reservation, there will not be a cancellation fee.

If you prepaid for your vehicle the following conditions will apply :

You will not be charged a cancellation fee if you cancel your reservation 7 days ahead of time

If you cancel your booking less than 7 days, but at least 24 hours before your specified pick up time, you will be refunded the booking amount minus a small cancellation fee. You will need to call 0044 1293 514822 to find out the exact cancellation fee.

If you cancel your booking in less than 24 hours before your specified pick up time, you will not be entitled to a refund.

## General Preconditions

The following conditions must be fulfilled prior to Rental Choice releasing a Vehicle to you. If you cannot satisfy these requirements when collecting the Vehicle, we reserve the right not to release the Vehicle to you. In these circumstances you will still be required to pay for the Vehicle unless you cancel the booking in the manner set out below. We reserve the right to ask for additional proof of identification where we reasonably consider that documents you provide already produced are not satisfactory, and retain the right to refuse the rental of our vehicles if we are not satisfied

## Identification Requirements

You must bring original proof of the required documents. Please refer to our Rental Information for the documents we require: Photocopies or other copies will not be accepted.

## Who Can Not Drive

Individuals who do not meet the requirements may not drive the Vehicle. Individuals may not drive the Vehicle if they are under the influence of any substance that may impair their consciousness or ability to react, such as alcohol, drugs or certain medication. In the event of loss or theft of the designated credit card that was used for prepaying the reservation, or provided during the checkout process, the

Customer Service Hotline (01293 514822) must be called immediately in order that a new credit card can be added to the Rental Agreement.

### Cross Border Rentals

The Vehicle must not be driven outside England, Scotland, Wales and Northern Ireland, unless we have given you written permission to do so. It is your responsibility to observe the laws of the respective country in the Vehicle is being driven including any specific equipment requirements. Cross border rentals are not possible for any commercial vehicles or multi-seater vehicles with 9 or more seats. Further restrictions apply depending on the vehicle taken. Additional Charges will be applied to cover the cost of Continental Breakdown as well as our standard Foreign Usage Charge. Where we have given you permission to drive the Vehicle outside England, Scotland, Wales and Northern Ireland, you must comply with the Territorial restrictions set out in the General Rental Information

### Vehicle Pick-Up

**What You Need To Bring.** At the vehicle pick up we will ask you to present a valid method of payment, full valid driving licence and passport/ID/proof of address. If you will fail to comply with the requirements, you will not be able to rent the Vehicle with us and you will be treated as having cancelled the booking and liable for a cancellation charge.

### Changes At Time Of Pickup

Any changes to your reservation at time of pick-up or anytime during the Rental Period will be by agreement only and may be a subject to a change of the rental rate and may involve an additional charge depending on the type of the booking.

### Deposits & Approvals

We may require a security deposit/approval on your payment card. The amount of the deposit may vary depending on the type of the booking, vehicle category or the method of payment. Debit Card Deposits The minimum deposit on a Debit Card is £250.00 plus the estimated rental cost including all additional charges. The deposit amount is immediately debited from the cardholder's bank account and is held by us until the Rental Agreement is terminated and all rental charges and payments for Damage are cleared. Unless you settle all rental charges on return of the Vehicle you authorise us to allocate the monies held on deposit against such rental charges and Damage. We will refund you any excess held by us.

## Charges At Pick Up

Your Rental Agreement will show any fees and charges applicable.

## Rental Charge

The basic rental charge includes the daily rental charge for the vehicle for number of calendar days of the rental, third party liability insurance, collision damage waiver with excess, breakdown assistance, limited/unlimited mileage (depending on the applicable rate)

## Mileage Charge

A mileage charge will be incurred if you exceed any mileage limitation set out in the Rental Agreement.

## Fuel

Rental Choice operates a 'like for like fuel policy, meaning that the Vehicle received should be returned with the same amount in order to prevent a refueling charge. If returned with less fuel than received, the missing quantity of fuel will be charged according to the current rates, as well as an additional refueling service charge. The actual fee can be requested in the rental station. If you return the vehicle with less than 50 miles driven from the vehicle collection, you must provide us with the fuel receipt from the petrol filling station. If you select the option of prepaid fuel, you will pay for a full tank upfront and return the vehicle with whatever fuel is left in it. We will not reimburse you for any unused fuel.

## Dynamic Currency Conversion

In some countries and for some credit card types, Rental Choice offers a dynamic currency conversion option to be selected at checkout time only. In such a case, you have the choice at the beginning of the rental to elect to pay in either the currency of the country from which you have obtained the Rental Agreement (GBP), or to pay in the currency from which your credit card is registered. If the payment is made in the cardholder's billing currency, Rental Choice will convert the invoiced amount from the rental currency (GBP) to the currency of the cardholder's designated card. If the dynamic currency conversion is not available, cannot be processed by Rental Choice, or is declined by you at the time of rental, then the transaction will be submitted in the rental currency. The tariffs applicable to the rental, to the additional services and the optional coverages or protections are those which are in force on the date of issue of the Rental Agreement, and correspond to your original reservation (vehicle rental type, duration, return branch location). Any change to the Rental Agreement will use the tariffs in place at the time of the change.

## Protection Programme

Third Party Liability We have a legal responsibility to have Third Party Protection. This provides cover for claims made against you and other Approved Drivers in the event of the death or injury to the other party in an accident (unlimited liability). It also provides cover for damage to their). You will be responsible for any costs in excess of this in relation to third party damage.

## Collision Damage Waivers

We will provide cover for Damage and Third Party Claims during your Rental Period. However, there are damage excess amounts for which you are personally responsible. Depending on your age and the type of vehicle rented, it is possible to pay an additional amount to lower the value of the damage excess. The amount of your excess which you are liable for is stated on your Rental Agreement. You are responsible for Damage and Third Party Claims, up to the amount of your excess plus our standard administration fee. You have to pay the amount up to and including the damage excess each time you damage the vehicle or cause loss, plus our standard administration fee. We will not charge you the full amount for Damage and Third Party Claims (unless you breach the Terms and Conditions specified below). Please Note: The Collision Damage Waiver will not apply and you will be responsible for all Damage and Third Party Claims if :

- You breach the requirements by allowing anyone other than you and any Approved Drivers to drive the Vehicle;
- You breach the requirements by allowing anyone to drive the Vehicle under the influence of any substance specified;
- You breach any of the requirements of these Terms and Conditions and such breach causes or contributes to the Damage or Third Party Claim; and In respect of Damage only:
- You breach the requirements by failing to report an accident or incident involving a third party to us within 24 hours

## Customer Own Insurance (COI)

If you are a business and it is noted on the Rental Agreement that you must arrange your own insurance protection cover for the duration of the Rental Period, you must prove to us that the protection is valid and that the protection remains valid whilst the Vehicle is out of our possession. You will be responsible for the cost of the insurance. It is your responsibility to ensure that the insurance complies with the requirements of the Rental Agreement. You will be responsible for all losses, damages and claims that we incur, or suffer in the event that any insurance policy fails to be effective or satisfactory or for any payment that we make to a third party where the third party brings a claim against us relating to your use of the Vehicle. We must agree to the value of coverage that you propose the type of policy and the insurer that you have chosen. We must be satisfied with the coverage and policy conditions, and they may not be altered during the Rental Period. We may ask your proposed insurer to record our name as



the registered owners of the Vehicle. You will be responsible for settling all losses and claims including Third Party Claims if the Vehicle is lost, damaged or stolen. If we have agreed that you may return the Vehicle outside of business hours for your convenience, or to an alternative location to the original rental branch, your own insurance protection must be valid until the Vehicle is inspected by a Rental Choice employee. We will inspect the vehicle within eight working hours after the end of the Rental Agreement. Until this inspection has been completed any loss, Damage or theft remains your responsibility.

#### Vehicle Inspection On Pick-Up

It is your responsibility to inspect the Vehicle for any pre-existing Damage before driving the Vehicle. If you find any, you must tell us before taking possession of the Vehicle. You will be responsible for any Damage not notified to us before taking possession of the Vehicle,

#### Vehicle Delivery

Where we deliver the Vehicle to you or collect the Vehicle from you, you are responsible for any published rates for delivering and collecting the vehicle. When we deliver a Vehicle to you, you are responsible to inspect for any pre-existing damage and notify any damage to us prior driving the Vehicle by calling the number for the Breakdown Assistance Service noted in the Rental Agreement.

#### During The Rental Period

The Rental Period starts on the date and time indicated on the Rental Agreement and ends on the indicated date and time. The Rental Agreement is terminated when a) the Vehicle is returned and its keys are handed over to a Rental Choice employee; placed in the key drop box or, where authorised by us. If you return the Vehicle before the end of the Rental Period then both the Rental Period and this Agreement will end on the date of the Vehicles return. If you decide to return the Vehicle early you will not be entitled to the return of any unused prepaid Rental Charges.

#### Extensions of the Rental Period

The Rental Period may be extended if requested by you. If we agree to an extension we may require an additional deposit, together with the relevant method of payment for the extended Rental Period. We will not agree an extension which means that the Rental Period will exceed 28 days. If you require a vehicle for longer than 28 days, you must return the Vehicle under this Rental Agreement prior to the expiry of such period and enter into another Rental Agreement for the additional period

#### Our Responsibilities

We will:

Maintain the Vehicle to its manufacturer's recommended standard. Ensure the Vehicle is roadworthy and suitable for driving at the commencement of the Rental Period.

#### Your Responsibilities Towards The Vehicle

You are responsible for the Vehicle and for any Damage during the Rental Period. During the Rental Period you will use the Vehicle in accordance with good driving practices and in compliance with all laws relating to the Vehicle. You or any Approved Driver must ensure that The vehicle is protected against bad weather which may cause damage The vehicle is not used for pushing or towing other vehicles (except those equipped with a hatch until a maximum of 1,000kg) No flammable or dangerous goods, as well as toxic, corrosive, radioactive, or other harmful substances which are illegal or may cause harm to the passengers are transported The vehicle is not used to transport any items that have a strong smell or are likely to affect or harm the vehicle in a way that might cause a loss of time or money because the vehicle needs to be repaired or prepared back to its original state after the rental The vehicle is not driven or used on roads that could harm the vehicle's wheels, tyres or undercarriage, leading to necessary repairs The right kind of fuel is used for the vehicle. The vehicle is not driven through spaces which are too narrow for the vehicle. The vehicle is not harmed by unsecured loadings or hitting high-level objects. The vehicle is not rented, sold or disposed of or any of its parts.

Only you or an Approved Driver drives the Vehicle. Damage to the tyres, e.g. blow-outs, punctures, flat tyres, and tears in the rubber is avoided. The Vehicle is not used for racing, off roading, speed testing, driving instruction. The Vehicle is not used for any illegal purpose, or in an unreasonable nor negligent manner. That you will not nor will you allow any one else to smoke in the Vehicle.

You will not sell, rent or dispose of the Vehicle or any of its parts or Accessories. You will not attempt to nor give anyone any legal rights over the Vehicle. You will not modify the Vehicle. You do not overload the Vehicle. You do not use the Vehicle whilst under the influence of alcohol, drugs, and medications or if you may reasonably be considered to be unfit to drive a vehicle. You do not use the Vehicle for carrying fare-paying passengers unless we have expressly given you consent.

Where the Vehicle is a commercial vehicle, you shall not use it for a purpose for which an operator's license is needed but not possessed by the driver. You shall not carry more passengers than the Vehicle is legally allowed to carry.

You must notify Rental Choice as soon as possible of any fault in or Damage to the Vehicle. You must notify Rental Choice as soon as possible (and in any event within 24 hours) of any accident or incident involving a third party whether or not you are aware of any Damage.

#### Fines, Penalties & Tolls

You are responsible for all fines, penalties and tolls levied against the Vehicle during the Rental Period. Where Rental Choice pays any fines, penalties or tolls on your behalf, we may recharge you the cost of the same together with an administration fee to cover the additional processing cost.

## Breakdowns

For the duration of the Rental Period the Vehicle will have the benefit of our Breakdown Assistance Service. In order to benefit from the breakdown service you will need to call the number for Breakdown Assistance Service set out on the Rental Agreement. If the vehicle breaks down during the Rental Period we will, as soon as possible, recover and repair the Vehicle. If the Vehicle cannot be repaired we may provide a replacement vehicle, subject to availability and circumstances. If the breakdown is caused by your negligence, fault or by that of an Approved Driver or arises as a result of a breach of the Rental Agreement you will be responsible for the full cost of the repair and recovery plus an administration fee for handling the claim and any other associated costs.

## Accidents

In case of an accident or any incident relating to the Vehicle you must:

1. Not admit or accept liability.
2. Obtain and notify us of all the names and addresses of all involved parties, including witnesses.
3. Secure the vehicle and inform the police right away if anyone is injured, the road is blocked or if any property has been damaged.
4. Call the number for the Breakdown Assistance Service on the Rental Agreement.

## Theft

In the event of theft of the Vehicle the Rental Agreement will be terminated as soon as we have received a copy of the theft declaration made by you to the police authorities. Rental Choice has no responsibility for loss, theft, robbery, or damage of any objects transported or left in the Vehicle.

## Maintenance & Repair

You must not let anyone work on the Vehicle without prior permission in writing from Rental Choice.. Where We grant the permission, we will only provide you with a refund where you provide us with a valid VAT receipt for the work carried out. If no permission is granted Rental Choice will collect the Vehicle and carry out any necessary repairs. During the Rental Period you are responsible for carrying out usual maintenance checks (e.g. engine oil / AdBlue levels, tyre pressure) that would be expected of any regular vehicle owner. If an instrument panel warning sign becomes illuminated or you become aware of any mechanical or other problems with the Vehicle you must not drive the Vehicle until the cause of the fault has been remedied and must call Breakdown Assistance Service the number for Breakdown Assistance Service set out on the Rental Agreement. If the odometer stops functioning for any reason other than a mechanical failure you will be required to pay an unlimited mileage surcharge in accordance with our standard charges at the time.

## Vehicle Return

At the end of the Rental Agreement you must return the Vehicle to the place stated You must return the Vehicle to us in the same condition as it was at the start of the Rental Period (subject to fair wear and tear).

#### Returns Process

##### Vehicle Inspection on Return.

We will inspect the Vehicle on its return for any new Damage or changes in condition from those described on the Rental Agreement at the time of the Vehicle pick up or which you notified to us. If you are unable or refuse to complete the inspection with us, we will inspect the Vehicle in your absence. Some Damage may not be apparent at the post-rental inspection, such as mechanical damage (the engine, fuel tank or clutch) or hidden damage by adverse light or weather conditions. If we find any such Damage we will notify you with evidence of the same.

##### Out of Hours Returns

If you return a Vehicle outside branch opening hours you will remain liable for any Damage caused to the Vehicle until a Rental Choice employee takes possession of the Vehicle.

##### Failure To Return

If the Rental Period is ended and the Vehicle is not returned within 2 working hours we may repossess the Vehicle. If we repossess the Vehicle, you must pay any reasonable expenses and costs involved in our doing so. If we have the right to repossess the Vehicle you give us permission (and cannot withdraw it) to access your premises to do so long as we do not use unreasonable force or cause damage. Where necessary we may apply to the Court for an order requiring you to return the Vehicle and/or pay Rental Choice the Vehicle's market value. Alternatively we reserve the right to charge you for each day (whether in part or full) from the date when you should have returned the Vehicle to us to the date when you do return the Vehicle. The rate we will charge will be the standard daily rental rate, applicable at that time. Your obligations in relation to the Vehicle continue until you return it to us notwithstanding that the Rental Period may have come to an end.

##### One Way Repatriation

You agree to return the Vehicle to our location specified in the Rental Agreement. If the Vehicle is returned to an alternative location then you will be liable for any reasonable costs to relocate the Vehicle back to the specified location in the Rental Agreement.

##### Early Return

If you return the Vehicle before the return date and time stated on your Rental Agreement then the Rental Period will end when you return the Vehicle and the keys to a Rental Choice employee. You will not be entitled to the return of any prepaid rental charges. If you have not prepaid any rental charges, the daily rate applicable for the Rental Agreement will be our standard rate based on the shorter Rental Period and additional charges which may be higher than your original quoted daily rate.

##### Vehicle Collection

If we are to collect the Vehicle and key from you it must be parked in a suitable place to allow collection without the imposition of any fines or penalties. The end of your Rental Agreement is defined by handing over the keys to a Rental Choice employee on collection at your premises.

#### After The Rental

##### Invoice

You agree that invoices will be sent electronically to the designated invoice recipient. We will send an electronic invoice to the e-mail address which you have provided. You can request the termination of electronic invoices at any time. In this case, We will issue paper based invoicing. You are obliged to bear the additional costs for the paper-based consignment of the invoice and for the postage in this case. You are responsible for being able to receive electronic invoices or, if agreed accordingly, to collect them electronically. You are accountable for malfunctions of the receiving devices or any other circumstances that hinder access to the invoices. An invoice is received as soon as it enters your domain. If Rental Choice sends a note and the hirer is able to retrieve the invoice on their own accord, or if We make the invoice available for retrieval, then the invoice is received when it was retrieved by the hirer. You are accountable for retrieving the invoices in reasonable intervals. If an invoice is not received or cannot be received, you shall notify Us immediately. In this case, We will re-send a copy of the invoice and designate it "Copy". If the malfunction and the possibility of transfer cannot be resolved promptly, We may send paper invoices until the malfunction has been resolved. Rental Choice will bear the costs for the consignment of paper invoices in this case

##### Lost Property

During the rental. We are not responsible for any property in the Vehicle during the Rental Period which is there at your own risk.

After the rental. You must not leave any property in the Vehicle when you return it to us. If you have left items in the Vehicle, we may agree to keep them for you to collect within a reasonable time and we may charge you a reasonable fee for storing the item(s). Any property left in the Vehicle which remains unclaimed 3 months after the end of the Rental Period will be disposed of.

##### Damage

As you are responsible for the Vehicle during the Rental Period, if any Damage has occurred during the Rental Period, you will be responsible to compensate us for that Damage. If you return a Vehicle outside branch opening hours you will remain liable for any Damage caused to the Vehicle until a We take possession of the Vehicle. You are only responsible for Damage up to the amount of your damage excess plus our standard administration fee (stated below)., unless you breach the Terms and, in which case the Collision Damage Waiver shall no longer apply and you shall be responsible for all the Damage and the administration fee. The amount of compensation payable to us for any Damage will be calculated on the basis stated below. If the Damage is of the type set out in the table below then we will charge you the sum set out, which is intended to be a fair and genuine estimate of our losses resulting from the Damage.

Damage Amount Repairable stone chip £60 plus admin fee

Repairable small rim scratch (less than 10 cm) £65 plus admin fee

We will calculate the compensation due to us for any other Damage by asking an appropriately qualified expert to provide an estimate of our losses resulting from the Damage and such losses will include the reasonable fees charged to us by that expert. The expert will base that estimate on the reasonable cost of the repairs to the Vehicle necessary as a result of the Damage. The estimate is intended to reflect the loss measured by the open market rate of repairs to the Vehicle at an appropriate dealership or authorised repair centre of the Vehicle. This estimate does not necessarily reflect the actual cost of repair if the Damage is repaired. If we believe that you are responsible for Damage, we will notify you as soon as possible of the appropriate amount due as set out above. If you disagree with the expert's estimate of the losses resulting from the Damage, you may instruct your own expert (at your own cost) and we will allow you and/or your expert to access the evidence of the Damage in our possession. If we cannot agree with you the amount due in respect of the Damage, it may be necessary for a court to decide on the appropriate payment. In addition to any compensation for Damage, the following administration fee will be payable to cover our costs for dealing with the Damage and associated claim. This is a fair and genuine estimate of the cost. If the amount of administration required by us in connection with a Damage claim is such that this amount is likely to be exceeded, we will notify you in writing during the process of dealing with the Damage claim.

Damage Claim Amount Admin Fee

£0-£74.99 £15 plus VAT

£75-£499 99 £45 plus VAT

£500-£1999 99 £75 plus VAT

£2000 and above £125 plus VAT