

## 1. Rental period

The conditions of this Agreement apply to any vehicles, including replacement vehicles, rented from Avis.

Renter will rent the vehicle for the rental period shown on the Agreement. Avis may agree to extend this rental period but the rental period may not normally exceed 30 days.

If Renter does not bring the vehicle back on time he is breaking the conditions in the Agreement. Avis will allow a grace period of 29 minutes from the date and time of delivery, after which Renter shall be charged a full days rental as compensation to Avis.

Avis may charge Renter for every additional day or part-day Renter has the vehicle after he should have returned it to Avis. Should Avis have to call Renter to extend the rental of a vehicle, due to the customer not notifying Avis of changes to the reservation, then a late return fee of £12.00 (incl. VAT) will be applied per day. Avis will charge Renter at the contracted rate until it gets the vehicle back.

By accepting this Agreement the Renter agrees to rent the vehicle for the rental period shown on the Agreement at the amount set out in the Agreement. Accordingly the Renter acknowledges that they shall be charged the full rental amount shown in the Agreement regardless of whether the Renter chooses to return the vehicle before the date and time shown in the Agreement.

## 2. Renter's responsibilities

- (a) Renter undertakes to give timely notice of any defects in the vehicle not spotted by Avis at the time of its delivery to the Renter. In the absence of such notice it shall be deemed that the Renter received the vehicle in perfect working order. The Renter undertakes to return the vehicle to Avis in the same condition in which he or she received it, save for the normal wear and tear in relation to distance travelled, including (but not limited to) tyres, fittings, documents and complete equipment outfit. Renter must look after the vehicle and keys. Renter must always lock the vehicle when he is not using it, and he will incur a charge (which Avis will set from time to time) for lost keys. Renter must use any security device fitted to or supplied with the vehicle. Renter must make sure that he uses the correct fuel.
- (b) Renter is responsible for any damage to the roof or upper part of the vehicle caused by hitting low objects, such as bridges or branches. This applies irrespective of whether or not Renter has opted for collision damage waiver in accordance with Clause 7.
- (c) Renter must not sell, rent or dispose of the vehicle or any of its parts. Renter must not give anyone any legal rights over the vehicle.
- (d) Renter must not let anyone modify or work on; or attach or affix anything to the vehicle without Avis' written permission.
- (e) Renter must let Avis know as soon as he becomes aware of any defect(s) in the vehicle.
- (f) Where Avis has agreed to deliver the vehicle to Renter, Renter's liability for damage and theft shall begin on delivery of the vehicle. Renter must bring the vehicle back to the agreed return location, during the opening hours displayed at the rental office. One of Avis' staff must see the vehicle to check that it is in good condition. Where Avis has agreed that Renter may return the vehicle outside of business hours (Monday to Friday 08:00 to 18:00), or where Renter has requested collection of the vehicle, Renter's liability for damage, theft and parking violations shall extend to the earlier of midday of the first working day following the requested collection time or the time of re-inspection by a member of staff.
- (g) Damage to the vehicle includes glass and tyre damage, water and flood damage.
- (h) Renter will have to pay for repairs if the vehicle needs more than Avis' standard valeting (cleaning), or if the vehicle has been damaged either inside or outside (whether or not it is Renter's fault).
- (i) Renter must check before he brings back the vehicle that he has not left any belongings in the vehicle.
- (j) Renter must not exceed the stated mileage limit displayed in the car. If the Renter becomes aware that the vehicle is about to exceed the stated mileage limit the Renter must contact Avis immediately and should not incur any further mileage without the

express consent of Avis. Avis reserves the right to replace the vehicle with an equivalent vehicle (at Avis' cost) to prevent the vehicle exceeding the stated mileage. Where the Renter exceeds the stated mileage limit of any vehicle without the express consent of Avis, Avis may terminate the rental immediately and the Renter may be liable for excess mileage charges as set out in the rental agreement signed by the Renter.

## 3. Avis' responsibilities

Avis has maintained the vehicle to at least the manufacturer's recommended standard. Avis undertakes that the vehicle is roadworthy and suitable for renting at the start of the rental period. Avis will identify and agree any existing damage with Renter on the Rental Vehicle Condition Report.

Avis is responsible if someone is injured or dies as a result of its negligence. Avis is also responsible for losses suffered by Renter as a result of Avis' breach of the Agreement where such losses are a foreseeable consequence of the breach in the circumstances of the case. Losses will be foreseeable where they are in Avis' and Renter's contemplation of the time the vehicle is rented. Avis is not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by Avis and Renter (such as loss of profits or loss of opportunity).

## 4. Property

Avis is only responsible for loss or damage to property left in the vehicle if the loss or damage results from Avis' negligence.

## 5. Conditions for using the vehicle

The vehicle must only be driven by the person(s) named in the Agreement, or by anyone Avis authorises in writing. Anyone driving the vehicle must have held a full current driving licence for at least one year and be at least 23 years old and have no endorsements or convictions on their driving licence which are unacceptable to us.

Renter or any authorised driver must not:

- Use the vehicle for hire or reward.
- Use the vehicle to transport any hazardous, toxic, flammable, corrosive, radioactive, harmful, dangerous or illegal materials.
- Use the vehicle for any illegal purpose.
- Use the vehicle off-road, or for racing, pacemaking, testing the vehicle's reliability and speed or teaching someone to drive.
- Use the vehicle under the influence of alcohol or drugs.
- Carry a number of passengers and/or baggage which would cause the vehicle to be overloaded; or in the case of a commercial vehicle a carrier payload which exceeds the maximum payload and individual axle plated weights or for a purpose which requires an Operator's Licence where Renter does not have one.
- Drive the vehicle outside the United Kingdom unless Avis has given Renter written permission.

## 6. Charges

Renter will pay the following charges:

- (a) The rental charge, any applicable city supplement, the standard daily contribution to the road fund licence and any other optional charges at the rates shown on the Agreement.
- (b) Any charge for loss or damage resulting from non-compliance with Clause 2 including, where applicable, an administration charge to reflect Avis' reasonable administration costs which arise when Avis deals with these matters.
- (c) A refuelling service charge if Renter has used, and not replaced, the same amount of fuel as Avis supplied originally. Provided that, where Renter has driven 75 miles or less there will be a flat fuel fee of £14.40 (incl. VAT) (regardless of whether the fuel gauge shows the fuel tank as full) unless Renter can prove the vehicle has been refuelled by providing a refuelling receipt from a petrol station. ("EZ Fuel Charge"). However if at the time of signing the Agreement Renter has opted to pay for a full tank of fuel, then no refuelling service charge shall be payable and Avis shall not give the Renter any credit for unused fuel in the tank at the end of the rental period. The refuelling charge is at the rates published at the rental location.

- (d) On demand, all fines and court costs for parking, traffic or other offences (including any costs which arise if the vehicle is clamped). The Renter acknowledges and accepts that it is responsible for paying the appropriate authority or company for any such charges and costs. Avis shall, where reasonably practicable use its reasonable endeavours to transfer all fines or charges in relation to any parking, traffic or other offences to the Renter, together with all relevant information relating to the claim, and the Renter will be responsible for an administration charge of £30.00 (incl. VAT) to compensate Avis for its costs in dealing with such matters. However, where it is not reasonably practicable to transfer any such fine or charge, Avis may at its discretion settle the fine or charge with the appropriate authority and may re-charge the Renter such amounts together with an administration charge to reflect Avis' reasonable administration costs which arise when Avis deals with these matters. Should the Renter wish to appeal, contest or dispute any such fine or charge Avis shall pass all relevant information to the Renter and the Renter must liaise directly with the appropriate authority to obtain any refund and/or compensation.
- (e) On demand, the full cost of repairing or replacing the vehicle if it is damaged or stolen (even if it is not Renter's fault) plus a damage processing fee of £66.00 (incl. VAT). Renter may not have to pay the whole of the cost of repairing or replacing the vehicle if Renter has accepted Avis' risk protection programme as shown on the Agreement (subject to Clause 7).
- (f) On demand, a loss of income charge. Avis will charge Renter at the contracted rate if it cannot rent out the vehicle because: it needs to be repaired, or is a write-off and Avis is waiting to receive full payment of the vehicle's value. Avis will do everything it can to make sure the vehicle is repaired or gets payment as soon as possible. Avis will never charge Renter for more than 30 days loss of income. Renter shall also be liable to a charge for any diminution in value of the vehicle on resale as a result of damage to the vehicle during the rental period.
- (g) On demand, any charges made by Customs and Excise or any other authority as a result of seizure of the vehicle by them, together with a loss of income charge, as provided under (f) above whilst the vehicle is unavailable for rental.
- (h) Any published rates for delivering and collecting the vehicle.
- (i) Interest which Avis will add every day to any amount Renter does not pay Avis on time, at the rate of 4% a year above the base lending rate of National Westminster Bank Plc from time to time.
- (j) On demand, Avis' costs, including reasonable legal fees where permitted by law, incurred in collecting payments due from Renter under the Agreement.
- (k) Value added tax and all other taxes and levies on any of the charges listed above, as appropriate.
- (l) Where Avis operates from locations for which Avis is charged a fee or surcharge by a third party to provide services to Renters at such locations ("Premium Locations"), Renter acknowledges that they will be charged a "Premium Location Fee" of 16% of the stated booking price.

Renter is responsible for all charges, even if he has asked someone else to be responsible for them. If it is Renter's intention to pay by credit card or charge card then Renter's signature on the Agreement shall constitute authority for Avis to compute and debit the final total charges against Renter's account with its specified card-issuing organisation, including charges due as a result of theft, or damage to the vehicle and any fines and court costs for parking and traffic offences as described in Clause 6 (d). Avis will endeavour to make all charges at the close of each rental. However, Renter remains responsible for (and Avis reserves the right to make) any charges following the close of the rental should this not be possible.

Where Renter elects to add additional drivers to their rental the Renter acknowledges and agrees that they shall remain liable for any costs incurred by such additional drivers. Provided that, Avis shall use its reasonable endeavours to ensure that fines, claims and court costs for parking, traffic or other offences (including any costs which arise if the vehicle is clamped) are directed to the additional driver where possible.

If the Renter has chosen to pay in a currency other than that used by Avis when the quote was prepared, the exchange rate used is based on the Citibank wholesale rate plus 4% with this currency conversion service being provided by Avis.

## 7. Risk protection

The rental charges under the Agreement include third party motor insurance. This provides unlimited cover for claims made if Renter injures or kills anybody, and at least statutory cover for damage to property. Avis will provide collision damage waiver and theft protection if Renter has opted for these as shown on the Agreement.

If Renter accepts these he still has to pay the excesses as shown on the Agreement every time the vehicle is damaged or stolen (even if it is not the Renter's fault). The benefits of collision damage waiver may not apply in circumstances where Renter has used the vehicle in an abusive manner. Renter can get details of Avis' risk protection programme (including the main exclusions) from the office he rented the vehicle from. Should Renter purchase personal accident insurance (PAI/SPAI) as shown on the Agreement he shall obtain cover under the terms of the insurance policy supplied by Avis insurers. Renter is bound by and agrees to the terms and conditions of the insurance policy which is available on request.

## 8. Renter's own insurance

Renter may, with Avis' prior written full agreement, arrange his own insurance for the full duration of the rental and is then liable for the full cost of repairing or replacing the vehicle if it is damaged or stolen (even if it is not Renter's fault). Avis has to agree the amount of cover Renter arranges, the type of policy and the insurer Renter has chosen. Avis may ask Renter's insurers to record Avis' name as owners of the vehicle and loss payee. If the vehicle is damaged or stolen Renter will let Avis negotiate with the insurers about whether the vehicle can be repaired or what compensation is due to Avis. Renter is financially responsible to settle any costs if the policy Renter has arranged fails and the vehicle is damaged, lost or stolen or claims are made by any other party.

## 9. What to do in case of accident or theft

If Renter has an accident he must not admit responsibility. He should get the names and addresses of everyone involved, including witnesses. Renter should also: make the vehicle secure; tell the police immediately if anyone is injured or there is a disagreement as to the facts; and call Avis' nearest office straight away. Renter must then fill in Avis' incident report form (which must also be filled in if the vehicle is stolen) and send it to the address given as soon as practically possible. Renter shall remain liable irrespective of whether he has completed this form.

## 10. Information

Avis will maintain the personal information on the Agreement as part of Avis' records to assist it to maintain and improve its administration and management of its car rental business. As Avis is part of an international group operating the AVIS RENT-A-CAR SYSTEM, Avis will from time to time share with other companies within this group, which may be located both within Europe and outside, information relating to its car rental service operations (which may include the personal information provided on the Agreement). Renter is welcome to see the information held about him at any time and to make any necessary amendments to keep the information up to date. In order further to enhance its car rental services and promote Renter's custom for other Avis group companies Avis may also add details of Renter's name and address to Avis' marketing database so that Avis may from time to time notify Renter of new services and offers of the Avis group. Avis may share this information with its group companies and business partners and Avis may from time to time notify Renter of the services and offers of both the Avis group companies and business partners.

Renter agrees and acknowledges that for the purposes of detection and prevention of crime, the vehicle contains a tracking device that shall only be activated if the Renter takes the vehicle outside of the UK. Upon activation, the cars location will be tracked at all times until such time as the vehicle is returned to the UK mainland.

## 11. Ending the Agreement

- (a) If Renter is a consumer Avis will end this Agreement straight away if it finds out that Renter's goods have been taken away from him to pay off his debts, or if a receiving order has been made against him. Avis will also end this Agreement if Renter does not meet any of the conditions of the Agreement.
- (b) If Renter is a company, Avis will end the Agreement straight away if: Renter goes into liquidation; Renter calls a meeting of creditors; Avis finds out that Renter's goods have been taken away from it until it pays off its debts; or Renter does not meet any of the conditions of this Agreement.
- (c) If Avis ends the Agreement it will not affect Avis' right to receive any money it is owed under the conditions of the Agreement. Avis can also claim extra reasonable costs from Renter if Renter does not meet any of the conditions of the Agreement. In the event of material breach by Renter, Avis can repossess the vehicle and charge Renter any reasonable costs of repossession.

## 12. Governing law

The Agreement is governed by the laws of England. Any dispute may be submitted to the non-exclusive jurisdiction of the English courts. If any provision of this Agreement is or becomes invalid or unenforceable the remaining provisions shall not be affected.