



Terms and Conditions of Hire

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Thank you for hiring from Alco Van Hire. **Our** contact address is Pittvale Service Station, Romsey Road, Pitt, Winchester, SO22 5QN. In accordance with these Terms and Conditions of Hire (T&Cs) **We** will have the following obligations:

- A. to rent a well maintained **Vehicle** (which will be the same as or similar to the **Vehicle** that **You** specified in **Your** booking) plus any requested **Accessories** to **You** (being the person named in the Rental Agreement (as defined below) and the person who signs it) for the period of time that is specified in the Rental Agreement and which shall not exceed the **Hire Period**.
- B. to provide certain ancillary services with all of **Our** rentals and to offer **You** other ancillary services or products which are available at an extra cost.

The relationship between **You** and the **Company** is governed by these T&Cs together with the following documents which, once **You** have signed the Rental Agreement, will form a legally binding contract between **Us** and will govern **Your** use of the **Vehicle** during the **Hire Period**:

- i. the Rental Agreement which is the document **You** sign at the time of check-out or the first day of rental including, if applicable, its specific conditions;
- ii. the **Tariff Guide** to additional costs;
- iii. the **Damage Price Guide**;

In case of any conflict between any of the documents comprising the Contract then these T&Cs will take priority.

If any provisions contained in these T&Cs and/or any of the contractual documents listed above are found by any court or relevant authority to be unlawful, invalid or unenforceable, the remaining provisions shall not be affected and will remain in full force and effect.

1. MEANINGS AND DEFINITIONS.

For the purposes of these Terms and Conditions & Insurance and Protection Provisions **We** have given the following words or expressions a particular meaning:

Abnormal Use means that your use of the vehicle whilst you are in charge of it doesn't comply with the road traffic laws that prevail and/or does not meet with the requirements of the local rental terms and conditions and/or does not meet with the standards of driving that would be expected of a reasonable and prudent driver.

Accessories are the keys, spare wheel, tools, and any other items which the vehicle is supplied with, or rented separately, and any replacements thereof.

Accident Report means a full and complete signed statement (including any other document(s)) which records all of the facts of a collision or incident as they occurred (for example, how the event occurred, the nature of the damage to the vehicle, the location where the incident took place, the dates and circumstances and any potential witness details). This should preferably be completed at www.alcovanhire.co.uk/accident whilst still at the scene, but within a maximum of 2 days of the collision or incident. If you are unable to do this online, a paper copy of the form is available from our office.

Basic Protection means our standard protection. Basic protection is included in the rental charge so, as long as you have complied with the local rental terms and conditions and have not committed a breach of any applicable laws, your financial liability for the total cost of damage resulting from a collision or incident or the theft or attempted theft of a vehicle will be no more than the standard excess amount per collision or incident.

Bodily Injury means any physical injury or psychological damage suffered by a person that is caused as the direct result of a collision or incident; it is not something that is intentionally self-inflicted and it does not result from sickness or disease.

Book Value means the value of the vehicle calculated by a recognised system which provides a figure that is the actual value of the vehicle to the company at the time of the incident. This will be different to the retail value and/or the trade value of the vehicle.

Collision means the impact of the vehicle with another fixed or moving body or object.

Collision Damage Waiver is a fee charged to reduce your total liability to the reduced excess amount per collision or incident.

The **Company** is the entity known as R G R Briggs & Son T/As Pittvale Service Station &/or Alco Van Hire.

Driver / Hirer is the person and/or company named overleaf or any other person approved by the company (as

shown on an additional drivers form) to drive the vehicle during the rental period.

Excess Amount is a specified sum of money that, provided you have complied with the local rental terms and conditions and have not committed a breach of any applicable laws, is the maximum amount we will charge you for the cost of any damage caused to the vehicle as a result of a collision or its attempted theft during the hire period; or the loss of a vehicle if it is written off because it is irreparable or if it is stolen and we do not get it back. The excess amount is a fixed sum that is either standard or reduced but may vary depending on individual circumstances, the amount payable is indicated in the insurance declaration box on your rental agreement and is payable in respect of each collision or incident.

Insurance Policy is the company's insurance policy for the vehicle, a copy is available for inspection on request.

Insurance Proposal is a proposal of insurance with the recorded result including any specific insurance terms or insurance excesses and specific to each driver.

Rental Period / Hire Period means the period of time you wish to rent the vehicle from us. This is specified on the Rental Agreement and will not exceed 90 days.

Local Rental Terms and Conditions means the documents that, together, form the contract (as defined in the Terms and Conditions of Hire) which you acknowledge you have read and approved before you sign the rental agreement to rent any vehicle from us and which set out the rights and obligations that will apply to both you and us throughout the hire period.

Loss of Use describes the circumstances where a vehicle is unavailable for us to rent to another customer because, as a result of a collision during the hire period, it was damaged and we need to take it off the road to have it repaired.

Passenger means any person other than the driver that is being transported or is travelling in or on the vehicle on a gratuitous basis. A passenger is viewed as a third party under the mandatory third party liability insurance regimes.

Protection means by which your financial liability for any damage to or loss of a vehicle is limited to the excess amount. It should be noted that this protection is not provided by way of an insurance policy.

The **Reduced Excess Amount** is specified within the tariff guide, this is confirmed in the insurance declaration box on your rental agreement and is payable in respect of each collision or incident. Where these amounts differ, the amount in the insurance declaration box is deemed as the true figure.

Rental Charges are the hire charges for the rental period calculated in accordance with the company's tariff.

The **Standard Excess Amount** is specified within the tariff guide, this is confirmed in the insurance declaration box on your rental agreement and is payable in respect of each collision or incident. Where these amounts differ, the amount in the insurance declaration box is deemed as the true figure.

Tariff / Tariff Guide is the company's current charges schedule as at the commencement of the hire.

The **Territory** means the Mainland UK, excluding Northern Ireland.

Third Party means any party to an incident other than the driver of the vehicle.

Third Party Liability Insurance means insurance that provides the driver of a vehicle with protection against liability for another party's claims for damage to his/her property or for bodily injury or death arising out of an incident that occurs whilst you are using the vehicle. Third party cover is a mandatory legal requirement and it is therefore an integral part of our rental service. The cost of it is included in the rental charge.

Vehicle means the original vehicle, or any replacement vehicle supplied you will be renting from us or you will be driving with our authorisation.

We / Us / Our means the company.

You / Your means any driver that is named on the Rental Agreement.

2. TO WHOM DO THE RENTAL TERMS AND CONDITIONS APPLY?

These T&Cs will apply to:

- 2.1 **You** because **You** are the person who is paying for the rental and any associated costs and **You** may also be a **Driver**;

2.2 any other **Driver** who is expressly named on the Rental Agreement and who is therefore authorised to drive the **Vehicle**;

3. WHO CAN RENT AND WHO CAN DRIVE?

3.1 Who can rent?

Any person who:

3.1.1 is legally capable of entering into a legally binding contract and is prepared to accept responsibility for the **Vehicle** throughout the **Hire Period**; and

3.1.2 has the means to pay for the hire of the **Vehicle** and any associated costs that will be accepted by **Us**, see the table below;

Payment Methods	
Cash	Never acceptable
Cheque	Never acceptable
Credit Card	Always accepted
Debit Card	Always accepted

and;

3.1.3 provides valid identification documents as indicated in the table below so that **We** can verify their identity and approve them for rental.

Documents Required	
ID Card or Passport	Optional
Driving Licence	Mandatory
National Insurance Number	Mandatory
Credit or Debit Card	Mandatory
Utility Bill or Bank Statement that shows Your home address	Mandatory

3.2 Verifying and approving **Your** identity for rental:

3.2.1 **If You live in the UK and hold a UK driving licence:** before **We** can let **You** hire a **Vehicle** from **Us**, **We** have to verify **Your** identity and home address. **We** require **You** to provide the documents indicated in section 3.1.3 to enable **Us** to do this. If **You** do not have a photocard driving licence, another photo ID will be required. **Your** utility bill or bank statement that shows **Your** home address must be less than 2 months old on the date **You** pick up the **Vehicle** from **Us**. **We** may also check **Your** identity electronically by using a **Third Party** authentication checking system. **We** may also check **Your** accident claims and motor fraud history via a claims and underwriting database. If **You** pass this check and **Your** identity and home address is successfully verified then **We** can let **You** have a hire **Vehicle** but if **You** fail this check **We** won't be able to hire a **Vehicle** to **You** irrespective of whether **Your** identity and home address is successfully verified;

3.2.2 **If You live outside the UK or do not hold a UK driving licence:** when **You** collect **Your Vehicle**, in addition to **Your** driving licence **We** will need to see a photographic ID such as **Your** ID card or passport, a utility bill or bank statement that shows **Your** home address must be less than 2 months old on the date **You** pick up the **Vehicle** from **Us**, proof of entry/exit into/out of the UK (such as flight tickets - e-tickets are acceptable), a valid credit card in **Your** name, and **Your** contact details within the UK. If **You** cannot provide these documents, **We** will not be able to hire a **Vehicle** to **You**.

3.3 Who can drive the **Vehicle**?

The **Driver** of a **Vehicle** will be any person who is deemed by **Us** to be authorised to drive the **Vehicle** because they comply with all the following requirements:

3.3.1 they are expressly mentioned and fully identified on the Rental Agreement as either the **Hirer** or an additional **Driver**;

- 3.3.2 they have provided a valid driving licence and a valid identification document according to the requirements of section 3.2; and
- 3.3.3 they hold a full and valid driving licence.
- UK driving licence holders: must have held a full and valid driving licence for a minimum of 24 months. UK driving licence holders must provide validation of their driving record each time they hire a **Vehicle** from **Us** and will need to use the DVLA online service to “Share Driving Licence” to view and create a one-time passcode. Each **Driver** may go to www.gov.uk/view-driving-licence where they will be asked to submit their driving licence number, National Insurance number and home postcode. The passcode, which will be valid for a maximum period of 21 days from the point it is generated, must be presented to **Us** and still be valid when picking up any **Vehicle** from **Us**. Alternatively; each **Driver** may use the “Share Driving Licence” service within **Our** office to allow **Us** to verify the data required. If **We** need to check the **Driver’s** licence with the DVLA for any reason (other than by using the Share Driving Licence passcode) then **You** agree to pay the DVLA Contact fee that is set out in the **Tariff Guide**;
 - Non UK driving licence holders will only be accepted on a case by case basis and must have held a full and valid driving licence for a minimum of 24 months. Licences issued overseas must be clearly identifiable as a driving licence, or written in English, otherwise an international driving licence will be required. Some licences are only valid in the country of issue e.g. India, so an international driving licence is required.
- 3.3.4 are aged between 25 – 69. **Drivers** aged over 70 years may be acceptable after further insurance referral. A “Young **Driver** Surcharge” as set out in the **Tariff Guide** will apply to all **Drivers** aged between 21 and 24. Some **Vehicles** and / or products will not be available at all to **Drivers** under the age of 25. These restrictions will be indicated during the booking process.
- 3.4 they have completed and passed **Our Insurance Proposal**, which includes the following statement. The **Driver**:
- 3.4.1 declares that to the best of **Your** knowledge and belief the statements and particulars listed within the **Insurance Proposal** of the Rental Agreement are true and correct and that **You** have withheld no information material to this proposal whether the subject of a proposal form question or not; and
- 3.4.2 understands that failure to disclose all facts known to him which would be considered by the insurer as likely to influence the assessment and acceptance of the **Insurance Proposal** could render the insurance cover invalid in respect of the hire; and
- 3.4.3 understands that where there is any doubt about whether facts would be considered material those facts should be disclosed; and
- 3.4.4 acknowledges that this insurance cover terminates at the expiry of the **Rental Period**, and should this period be exceeded **You** shall be driving the **Vehicle** whilst uninsured; and
- 3.4.5 agrees to accept and conform to the terms of the **Insurance Policy** when issued.
- 3.5 Who cannot drive the **Vehicle**?
- 3.5.1 Any person that is not expressly mentioned or identified on the Rental Agreement as a **Driver** (see section 3.3); and
- 3.5.2 Any person who cannot provide valid identification documents as indicated in section 3.1.3.
- 3.5.3 An unauthorised **Driver** will not be covered by any of the insurance or **Protection** products **We** offer;
- 3.5.4 If **You** allow an unauthorised **Driver** to drive the **Vehicle** then **You** are considered to be in breach of the Contract and **You** will be responsible for any and all consequences that may arise as a result. This will include compensating **Us** for any damage caused by **You** and/or the unauthorised **Driver**.

4. WHERE CAN I DRIVE A VEHICLE?

- 4.1 **You** must not take **Our Vehicle** (nor permit the **Vehicle** to be taken) outside the **Territory** without obtaining **Our** prior written consent.
- 4.2 Where **We** give **You Our** consent, which will be in expressed written form, **You** are responsible for ensuring the **Vehicle** has the correct equipment to comply with local driving regulations in the countries

that **You** intend to drive in or through. If the **Vehicle** needs to be modified in any way **You** must obtain **Our** prior written consent to make the modification and, if **We** give that consent and the modification of the **Vehicle** is carried out, **You** will be responsible for any loss and/or damage caused by the modification.

You must be aware that You must comply with all road traffic regulations in the country where You drive the Vehicle and You must ensure that the Vehicle You are driving complies with the local legislation for each country that You may drive in or through.

5. WHAT TYPE OF VEHICLE CAN BE RENTED AND FOR WHAT PURPOSE?

You can rent either a passenger car, minibus or a van and **You** must drive the **Vehicle** in accordance with its intended use as follows:

- 5.1 passenger cars and minibuses are intended for the carriage of a maximum number of people (depending on the **Vehicle** and manufacturer's recommendations); and
- 5.2 vans may be used for the carriage of **Passengers** and goods up to the identified weight limit.

6. WHAT ARE MY OBLIGATIONS TOWARD THE VEHICLE?

When renting a **Vehicle** from **Us** both **You** and/or any additional **Driver** must comply with the following obligations:

- 6.1 You acknowledge that the **Vehicle** is suitable for **Your** purpose and will return the **Vehicle**, and its **Accessories**, to **Us** in the same condition it was in at the start of the **Hire Period**.
- 6.2 Never drive the **Vehicle** outside the **Territory** without **Our** prior written consent. Moreover, if **We** do consent then, it is for **You** to ascertain that the **Vehicle** has the correct equipment to comply with the local driving regulations of the country that **You** will be driving in or passing through.
- 6.3 Drive the **Vehicle** in accordance with all applicable road traffic laws, regulations and byelaws and ensure that **You** are familiar with all relevant local laws and driving regulations.
- 6.4 Ensure that any luggage or goods transported in the **Vehicle** are secured to the extent they will not cause damage to the **Vehicle** or cause risk to any **Passengers** or to any **Third Party** or to any **Third Party** property.
- 6.5 Treat the **Vehicle** with due care and respect and make sure that it is always locked and protected by its anti-theft devices when it is parked or left unattended.
- 6.6 Never drive the **Vehicle** whilst **You** are under the influence of alcohol, hallucinatory drugs, narcotics, barbiturates, other illegal drugs, or any other medication, or substance (whether legal or illegal) that is liable to impair **Your** driving ability.
- 6.7 Not fit any roof or bike rack or any tow bar nor allow anyone else to do so. If these are already fitted **You** must not (nor allow anyone to) modify them. **You** must not fit winter tyres (nor allow anyone to do so) or make any other modifications to the **Vehicle** without **Our** prior written consent. **You** will be responsible (even if **We** give consent) for any damage caused by the fitting of winter tyres or subsequent exchange to normal tyres or for any other modification.
- 6.8 Not smoke in the **Vehicle** nor allow anybody else to do so. It is an offence to smoke or knowingly permit smoking in a hire **Vehicle**. If **We** reasonably think that smoking has happened in the **Vehicle** **You** must pay **Our** cleaning fees which are described in section 10.
- 6.9 Refill the **Vehicle** with the correct type of fuel. If unsuitable fuel is added then **You** will be responsible for all reasonable expenses incurred by **Us** in the repair of any damage that may be caused to the **Vehicle** which will be calculated in accordance with the rules described in section 13.
- 6.10 Make routine inspections in respect of the **Vehicle** condition: for example, oil and water and coolant levels, front and rear windscreen washer fluid and tyre pressures and take any preventive actions necessary to keep the **Vehicle** in good working order.
- 6.11 Do not use the **Vehicle** nor allow the **Vehicle** to be used:
 - 6.11.1 for rehire; neither can **You** mortgage, pawn, sell or in any way pledge or attempt to or give anyone any legal rights over the **Vehicle** or any part of it or any of its **Accessories**;
 - 6.11.2 to carry **Passengers** for hire or reward;

- 6.11.3 to carry more **Passengers** than is recommended by the **Vehicle's** manufacturer;
- 6.11.4 in contravention of any existing legislation affecting its use or construction;
- 6.11.5 to carry flammable and/or dangerous merchandise; toxic, harmful and/or radioactive products or those that infringe applicable local laws and regulations, or to transport merchandise with a weight, quantity and/or volume in excess of what is recommended by the **Vehicle's** manufacturer, or is carrying more than it may lawfully carry;
- 6.11.6 for racing, pace-making, rallying, off-roading, reliability trials, speed testing or to take part in rallies, contests, or trials, wherever they are located, official or not;
- 6.11.7 to transport live animals (with the exception of Assistance Dogs, subject to **Our** prior written consent.) Please refer to section 24.1 for full details as to **Our** Animal Policy;
- 6.11.8 to give driving lessons;
- 6.11.9 to push, propel or tow another **Vehicle**, object, or trailer (except where the **Vehicle You** are renting is already fitted with a tow-hook and express written permission has been granted);
- 6.11.10 on gravel roads or roads that are unfit for motor vehicles or where the surface or condition of it involves risks for the tyres or for the underside of the **Vehicle** or for the **Vehicle** itself, such as beaches, forest paths, mountains, etc.;
- 6.11.11 in any unlawful manner, for any illegal purposes, or to intentionally commit an offence;
- 6.11.12 in contravention of Construction and Use Regulations;
- 6.11.13 for any commercial purposes for which an Operator's Licence would need to be held;
- 6.11.14 in any manner which might render void the **Insurance Policy**, or any other contract of insurance.
- 6.12 Return the **Vehicle** and its keys and any **Accessories** to **Our** office in the condition that **We** provided it to **You** at the start of the **Hire Period** and by the expiry time and date specified in the Rental Agreement. **We** allow **You** a grace period of 14 minutes after the expiry time and date and if **You** do not return the **Vehicle** within this period then **We** will charge **You**:
 - 6.12.1 the daily charge for each day (or part day) that **You** keep the **Vehicle** beyond the expiry time and date specified in the Rental Agreement plus an unauthorised extension fee (the cost for which is set out in the **Tariff Guide**); and
 - 6.12.2 for repair costs (if any) up to the value of the damage **Excess Amount** that **You** agreed at the start of the **Hire Period** provided always that **You** have not done something or failed to do something which compromises or invalidates the insurance and **Protection** provisions (see section 25).
- 6.13 **You** must not be the agent or servant of the **Company** for any purpose.
- 6.14 If **You** do not comply or feel **You** cannot comply with **Local Rental Terms and Conditions**, **You** shall return the **Vehicle** to the place of rental immediately, and pay to the **Company** on demand any loss it suffers in respect of the **Your** non-compliance. Failing which the **Company** shall be able to retake possession of the **Vehicle**, and all reasonable costs and expenses incidental to the recovery of the **Vehicle** shall be borne by the **Hirer** and become payable to the **Company** on demand. If the **Company** has to terminate the Rental Agreement, then it will not affect the right of the **Company** to receive any monies that are owed under the terms and conditions of the Rental Agreement.
- 6.15 **You must not allow any unauthorised Driver to drive the Vehicle which includes You deliberately allowing the unauthorised Driver access to the Vehicle or keys or the access being acquired due to Your negligence, negligent act or failure to act.**
If You fail to fulfil any or all of these obligations then, it may cause the insurance and Protection provisions (set out in section 25) to be compromised and/or invalidated and You will be responsible for and will pay to Us all reasonable costs of any detrimental consequences, loss and/or damage that may arise as a result. In addition, We reserve the right to demand immediate return of the Vehicle if the contracted and/or optional insurance coverage and complementary services are compromised and/or invalidated.

7. WHAT SERVICES ARE INCLUDED IF I RENT A VEHICLE ONLY?

7.1 Basic hire charge includes the following services:

- 7.1.1 Technical assistance to the **Vehicle** for breakdown recovery due to mechanical faults (not **Driver** error or abuse, see section 9.3 and section 15.1);
- 7.1.2 Roadside Assistance & Recovery;
- 7.1.3 The initial cleaning and visual checking of the **Vehicle**;
- 7.1.4 **Our Basic Protection** which excludes **Collision Damage Waiver**;
- 7.1.5 **Third Party Liability Insurance**;
- 7.1.6 Limited Mileage as indicated on the Rental Agreement.

8. **WHAT OTHER SERVICES ARE AVAILABLE THAT ARE NOT INCLUDED?**

- 8.1 **We** do offer the following additional services or products but the cost for each one (as shown in the **Tariff Guide**) will be charged in addition to the rental charge:
 - 8.1.1 **Collision Damage Waiver**;
 - 8.1.2 Fuelling and Refuelling;
 - 8.1.3 Additional rental days;
 - 8.1.4 Additional **Driver(s)**;
 - 8.1.5 Out of hours collection;
 - 8.1.6 Delivery and collection.

9. **WHAT IS INCLUDED IN THE PRICE PAID?**

The information **You** provide to **Us** at the time of booking (such as the duration of the **Hire Period**, destination, or any **Driver's** age) will determine the price **You** pay. Any change to that information could therefore also mean that the price changes. The price of **Your** rental will be those prices in force at the time of booking or at the time **You** make any changes to that booking.

The price **You** will pay comprises the following items:

- 9.1 The daily rental charge for the **Vehicle** for the agreed number of calendar days.
- 9.2 The cost of **Third Party Liability Insurance**.
- 9.2.1 If **You** haven't purchased the **Collision Damage Waiver** that **We** offer, **You** will be responsible for paying an amount up to the **Excess Amount** excess shown on the Rental Agreement together with all relevant charges and fees for each time the **Vehicle** is damaged or stolen during the **Hire Period** whether or not **You** were at fault.
- 9.2.2 The **Collision Damage Waiver** does not protect **You** for:
 - loss or damage to the **Vehicle** and/or **Accessories** caused by **Driver** abuse, negligence, or breach of the Contract. In these circumstances **You** will be responsible for and must pay all of **Our** losses and damages and **You** agree to pay all relevant charges and a damage administration fee (as set out in the **Tariff Guide**) for each incident; or
 - any goods or personal possessions that **You** carry in a **Vehicle** (which are carried at **Your** own risk) or which are left in the **Vehicle** when **You** return it to **Us**.
- 9.2.3 **You** must comply with all the terms and conditions of the Contract so that **Our Third Party Liability Insurance** and/or **Collision Damage Waiver** are not compromised and/or invalidated. If **You** do not do so, then **We** and/or any provider of those products (whichever applies) may decline to accept responsibility for any loss or damage arising during the **Hire Period**. If cover is declined, **You** will be responsible for and must pay all of the losses and damages that **We** may incur or suffer as a result and **You** will pay all relevant charges plus a damage administration fee (as set out in the **Tariff Guide**) for each incident.
- 9.3 Subject to section 15.1 **You** will have the benefit of around the clock breakdown service of the **Vehicle** for the duration of the **Hire Period**.
- 9.4 Any other services **You** choose to add at **Your** further cost (see section 8).
- 9.5 Value Added Tax, at the current standard rate.
- 9.6 Any additional fees that are linked to **You** personally (**Your** age, for example; if **You** are a young **Driver**).

10. WHAT OTHER FEES / CHARGES MAY I HAVE TO PAY?

10.1 The Deposit, if applicable, will have been explained to **You** when **You** made **Your** booking.

10.2 Charges and Fees

We may charge **You** for various services that **We** will carry out as a result of incidents that may occur during the **Hire Period** and/or how **You** used the **Vehicle**. **The cost of these charges and fees (inclusive of VAT) are listed in the Tariff Guide, available on Our website and/or available to You when You pick up the Vehicle.** Such charges and fees include, but are not limited to, the following:

10.2.1 Relating to Fines and Penalties

10.2.1.1 **You** are responsible and liable as if **You** were the owner of the **Vehicle** in respect of:

- any excess, penalty, congestion zone, low emission zone, or parking charges (or failure to pay them);
- a breach of any parking restrictions or a road traffic offence or any other offence or infringement involving the **Vehicle** such as (but not limited to) lane infringement, tunnel, turning and bus lane charges including the costs from the **Vehicle** being clamped, seized or towed away and any other charges/costs (or failure to pay them) levied by a relevant organisation or issuing authority. This includes all fixed penalty offences committed in respect of Part III of the Road Traffic Offenders Act 1988, or the Road Traffic Act 1991, or under section 45 and 46 of the Road Traffic Regulation Act 1984, as amended, replaced or extended by any subsequent legislation or orders, and any such offence committed under the equivalent legislation applicable to Scotland, Northern Ireland, any British Isle or corresponding country within the European Union, upon which the **Vehicle** is being used.

and will pay all costs arising from them.

You are and will remain primarily liable for such charges and You consent to Us notifying such organisations of Your personal details to affect a transfer of liability.

- Each time **We** deal with such correspondence **We** will charge **Your** credit/debit card for **Our** administration fee which covers the reasonable costs **We** incur in administering the correspondence associated with each fine, charge or penalty that is issued for the **Vehicle** during **Your Hire Period**. **You** have the right to challenge that administration fee within 14 days of the date of the invoice. The administration fee will only be refunded if **You** can provide supporting evidence to show that the issuing authority (i) has rescinded the fine or penalty; and (ii) confirms that the original charge did not apply in any event.

10.2.1.2 If **We** receive a penalty charge notice that is issued for the **Vehicle** during **Your Hire Period** and which is capable of being paid then **We** may pay it so that **We** mitigate the cost of it. **Where We, at Our discretion and for whatever reason, choose to pay such charges You will reimburse Us the said charge plus Our administration fee (for each charge We pay or each time We deal with such correspondence).** If **We** do pay it then **We** will:

- inform **You** by letter that **We** have paid the penalty and **We** will enclose an invoice for the cost of the penalty plus **Our** administration fee; and
- charge **Your** credit/debit card for the cost of the penalty and **Our** administration fee which covers the reasonable costs **We** incur in administering the correspondence associated with each fine, charge or penalty that is issued for the **Vehicle** during **Your Hire Period**. **You** have the right to challenge the penalty and administration fee within 14 days of the date of the invoice. The penalty and administration fee will only be refunded if **You** can provide supporting evidence to show that the issuing authority (i) has rescinded the fine or penalty; and (ii) confirms that the original charge did not apply in any event.

10.2.2 Other Charges and Fees

Any additional fees and charges that are linked to other events which take place during **Your** rental. The cost for all such fees and charges are set out in the **Tariff Guide** and include – but are not limited to - the following examples:

- a **'reservation amendment' fee** each time **You** modify any details of **Your** booking once the **Hire Period** starts.

- **valet charge for a Vehicle** if **We** have to return the **Vehicle** to the same condition it was in before the start of the **Hire Period** (including for smoking in the **Vehicle**).
- **lost or stolen or damaged keys** (whether or not **You** are at fault for the loss, theft, or damage) plus the administration fee.
- **'Excess Mileage Charge'** for any additional miles **You** travel over and above the mileage allowance included in the rental charge for **Your Hire Period**.
- **'Unpaid Charges Admin Fee'** will apply if **We** have to recover charges associated with **Your** rental that **You** have not paid. Reasonable legal fees, statutory court costs and interest may also be payable in addition to the unpaid charges admin fee (as shown in the **Tariff Guide**).

You agree that if You fail to make a payment to Us when it is due and You still do not make payment within 2 days of Us reminding You that payment is due then We may cancel the Contract and demand the immediate return of the Vehicle. We will only take this action if We have reasonable belief that You may not pay the amounts You owe and We have requested You to explain the position and You have failed to do so satisfactorily.

11. WHAT SHOULD I PAY ATTENTION TO WHEN I PICK UP THE VEHICLE?

- 11.1 When **You** pick up the **Vehicle** from **Us** **You** will be asked to sign a form as part of the Rental Agreement that describes the **Vehicle's** condition at that particular time. Before **You** sign this section of the Rental Agreement **You** should inspect the **Vehicle** and any **Accessories** for any pre-existing damage.
- 11.2 If **You** notice any apparent defect or damage that is not described on the Rental Agreement then **You** should ensure the defect is added before signing the document.
- 11.3 Once **You** have signed the damage section **You** have accepted the **Vehicle** and any **Accessories** in the condition set out on the Rental Agreement and **We** will charge **You** for any new damage that is discovered when the **Vehicle** and any **Accessories** are inspected when **You** return the **Vehicle**.
- 11.4 A copy of the check out report will be sent to **Your** nominated email address.

12. WHAT WILL HAPPEN WHEN I RETURN THE VEHICLE?

- 12.1 Return of the **Vehicle** generally:
- 12.1.1 **You** should return the **Vehicle** to **Our** office no later than the date and at the time shown on the Rental Agreement. If **We** are to collect the **Vehicle** and key from **You** it must be parked in a suitable place to allow collection at any time up to a period of 8 working hours from the end of the **Hire Period** without the imposition of any fines or congestion charges.
- 12.1.2 **You** are responsible for returning the **Vehicle** with the same level of fuel **You** received the **Vehicle** with. This will be indicated on the Rental Agreement. Should **You** fail to return the **Vehicle** with the correct fuel level, **We** will charge **You** to refuel the **Vehicle** at the current advertised rate on the date of return plus a refuelling charge (as set out in the **Tariff Guide**).
- 12.1.3 Personal Property
We are not responsible for any loss or damage to any personal belongings placed in or on the **Vehicle** which will at all times be **Your** responsibility. **You** must not leave any personal belongings in or on the **Vehicle** when **You** return it to **Us** (**You** are responsible for checking and removing **Your** personal belongings from the **Vehicle**). Any personal belongings left in or on the **Vehicle** which remain at the end of the **Hire Period** will be disposed of.
- 12.1.4 Early Return
- 12.1.4.1 If **You** return the **Vehicle** before the return date and time stated on the Rental Agreement then the **Hire Period** will end when **You** return the **Vehicle** to **Our** office and the **Vehicle** keys are in the physical custody of a member of **Our** staff.
- 12.1.4.2 When **You** return the **Vehicle** early then, when the **Vehicle** is checked in by **Us**, at **Our** discretion, **We** may refund part of **Your Rental Charges** to **You**. Refunds will only be given if **We** receive at least 24 hour's notice before the **Vehicle** is returned early. Refunds will only be issued for full days as per the current advertised **Rental Charges**. This will be done by recalculating the daily rental and accessory

charges according to the actual number of days **You** retained the **Vehicle**, and the daily rental and accessory charges (if any) applicable on the date of return. Whilst the recalculated daily rental and accessory charges (if any) may be higher than **Your** original quoted daily rate the final charge should be less than or equal to the original expected hire charge. An amendment fee may also apply.

12.1.5 Late Return

12.1.5.1 **We** allow **You** a grace period of 14 minutes after the expiry time and date of the **Hire Period** shown on the Rental Agreement in which to return the **Vehicle** to **Us**. If **You** fail to do so, and **You** have not extended the **Hire Period** in accordance with section 18, then if **We** do not hear from **You** for a period of 24 hours concerning the delay in its return **We** will regard the **Vehicle** as having been stolen and will report this to the police. **We** will take all lawful means to recover the **Vehicle** (which may include repossessing it or applying for a Court Order requiring **You** to return it and/or pay **Us** an amount equal to the **Vehicle's** market value). If **We** have to take such steps, then:

12.1.5.2 **You** give **Us** permission (and cannot withdraw it) to access **Your** premises for the purposes of repossessing the **Vehicle** so long as **We** do not use unreasonable force or cause damage; and

12.1.5.3 **You** must pay all **Our** reasonable costs (including any legal or professional costs), charges and fees (including, where applicable, any administration fee and/or damage administration fee and/or unauthorised extension fee and/or late check-in fee (as set out in the **Tariff Guide**).

12.2 Check-in of the **Vehicle**

When **You** return the **Vehicle** to **Us** **You** should take the opportunity to:

12.2.1 ensure **You** have removed all of **Your** personal belongings (**You** are responsible for checking the **Vehicle**); and

12.2.2 inspect the **Vehicle** and report any new damage (from that described on pre rental inspection at the time of pick up).

12.2.3 If **You** report new damage **We** will evaluate it according to the provisions of section 13.3 and issue an invoice which **You** agree **We** may charge against **Your** insurance **Excess Amount** and deduct it from the debit/credit card **You** supplied to **Us** at the time of pick-up.

12.2.4 If **You** fail to report any new damage, and **We**, during **Our** own inspection, discover new damage to the **Vehicle** from that described on the Rental Agreement at the time of pick up, then **We** will evaluate it according to the provisions of section 13.3 and **You** agree **You** will be responsible for the cost to repair such damage according to the rules described in this section 12.2.4 and section 13.

We will send **You** the following details:

12.2.4.1 a statement describing the damage identified upon return of the **Vehicle**.

12.2.4.2 pictures of the damage (if pictures are available).

12.2.4.3 an estimated cost of repair that will vary depending of the nature of the damage but will include a damage administration fee and a vehicle recovery fee (if applicable) as set out in the **Tariff Guide**.

12.2.5 **You** can challenge the new damage that **We** identify and the cost of it within 14 days of the date **We** send **You** the invoice.

12.2.5.1 If **You** fail to challenge the quoted charge within the 14 day period then **We** will charge the repair cost to the credit or debit card provided to **Us** at the start of the **Hire Period**;

12.2.5.2 If agreement cannot be reached then **We** reserve the right to take legal action against **You** to recover the outstanding sum.

We recommend that, if possible and before **You** leave the **Vehicle** and return the keys, **You** take photographs of the **Vehicle** in its final parking place as evidence as to its condition at the time **You** returned it.

12.3 If **You** return the **Vehicle** out of hours or when **Our** office is closed, **We** will inspect the **Vehicle** at **Our** next advertised opening time and **You** accept that **You** are responsible for all charges, fees and damage to or loss of the **Vehicle** until **We** have checked the **Vehicle** back in at this time. If **You** deposit the keys, **You** will also have to pay a out of hours key return charge as set out in the **Tariff Guide**.

12.4 **We** shall not be responsible for any loss, theft or damage of any nature, related to any objects and/or belongings and/or tools that have been transported in or on, or that may be found in or on, the **Vehicle**.

13 DAMAGE TO THE VEHICLE

13.1 Unless any of the following charges are covered by the **Collision Damage Waiver**, **You** will be responsible for the following charges:

13.1.1 The cost of repairing any damage caused

13.1.1.1 to the **Vehicle** or other **Accessories** plus a damage administration fee and either **Our** Engineer's Fee or Desktop Engineer's Fee (both of which are set out in the **Tariff Guide**) whichever shall apply; and/ or

13.1.1.2 by **You** to another party, their property, the vehicle they are in and all uninsured losses' before the **Vehicle** is checked back in by **Us**.

13.1.2 Damages for **Loss of Use** of the **Vehicle** however caused and whether or not **You** are responsible for such loss unless the loss is due to **Our** fault or negligence or **Our** breach of this Contract.

13.1.3 The replacement cost of any **Accessories** which have been lost, stolen or are uneconomical to repair plus a damage administration fee (whether or not **You** are responsible for the loss unless the loss is due to **Our** fault or negligence or **Our** breach of this Contract or such loss occurred after the **Vehicle** is checked back in by **Us**).

13.2 If, during the **Hire Period**, the **Vehicle** is seized by any Government, authority, or organisation whether in or outside the UK and whether or not **You** are at fault, **You** must pay for:

13.2.1 any damage caused to the **Vehicle** and/or **Accessories**, any penalties, fines, restoration / repatriation charges or any other charges or fees; and

13.2.2 any **Loss of Use** of the **Vehicle** while **We** cannot rent it out to another customer (which will be calculated on the basis of the Rental Charge for each day (or part of a day) in excess of the **Hire Period** and until the **Vehicle** is checked in by **Us** as returned), unless such damage and/or loss is due to **Our** fault or negligence or **Our** breach of this Contract.

13.3 Any damage caused to the **Vehicle** whilst **You** have it in **Your** care will be evaluated by **Us** (acting reasonably) and charged, according to **Our** cost estimation, against the debit or credit card **You** supplied to **Us** at the time of pick-up in addition to **Our** damage administration fee and either **Our** Engineer's Fee or Desktop Engineer's Fee (both of which are set out in the **Tariff Guide**) whichever shall apply. Repair costs will vary depending on the extent of the damage.

13.3.1 Light Damage is viewed as minor, insubstantial damage that does not render the **Vehicle** unusable or illegal and therefore does not require immediate repair before it can be rented to another customer. Examples of light damage include (but are not limited to):

- scratches to the external paintwork or on bumpers;
- light damage to the windscreen,
- damage to tyres, wheel rims and trims or to wing mirrors

We will charge **You** for Light Damage at the earliest possibility of estimate or repair.

13.3.2 Serious Damage or other damage that is not viewed as Light Damage because it renders the **Vehicle** unusable or illegal and requires immediate repair before it can be rented to another customer will be evaluated by an independent expert and charged according to the expert's report or to a cost estimate provided by an independent motor repairer in addition to **Our** damage administration fee and either **Our** Engineer's Fee or Desktop Engineer's Fee (both of which are set out in the **Tariff Guide**) whichever shall apply.

13.4 Please note that provided **You** have complied with all applicable local laws and these T&Cs **You** may not be charged for the full cost of the damage and the maximum amount **You** may be required to pay will be the **Excess Amount** as described on **Your** Rental Agreement.

14. WHAT IS EXPECTED OF ME REGARDING THE VEHICLE MAINTENANCE?

Throughout the **Hire Period We** will expect **You** to look after the **Vehicle**, the keys and any **Accessories** against loss or damage (however that arises). If **You** fail to do so, then **You** will be responsible for all damage and loss and any applicable charges and administration fees that may arise as a result.

14.1 Save for customary inspections such as oil and water levels; coolant; windscreen washer fluid levels and tyre pressures that should be regularly checked during normal use of the **Vehicle** to keep it in good working order neither **You** nor anyone else is allowed to work on the **Vehicle** or make any modifications to it without **Our** prior written consent. If consent is required for work to be undertaken on the **Vehicle** and **We** give such consent, **We** will only refund **You** for the work upon receipt of a valid and lawful invoice. **You** will be responsible for the cost of restoring the **Vehicle** to its original condition and to pay reasonable compensation for **Our Loss of Use** of the **Vehicle** if the work or modifications causes damage and/or loss to the **Vehicle** that needs to be rectified before it can be rented out to another customer.

14.2 The **Vehicle** is provided to **You** with tyres in a condition and number that meets with the traffic-legislation requirements of the UK. In the event of damage to any one of the tyres (other than by ordinary wear and tear or latent defect) whilst **We** will immediately arrange to replace it **You** are responsible for the cost of the tyre (which will be of the same size , type and brand) together with any associated reasonable fees. **You** will be responsible for and pay for any cost consequences arising out of any breach of these obligations by **You** or any other Named **Driver**.

15. WHAT SHOULD I DO IN CASE OF ACCIDENT, COLLISION OR MECHANICAL BREAKDOWN?

15.1 In case of Breakdown

15.1.1 If a warning light appears on the dashboard or the **Vehicle** develops any fault during the **Hire Period You** or any other **Driver** must not continue to drive the **Vehicle** if further damage might thereby be caused and immediately call the telephone number indicated in the breakdown procedure on the Rental Agreement for assistance. If **You** need further assistance **You** should contact **Us** as detailed in section 26.

15.1.2 If the **Vehicle** breaks down or is involved in a **Collision** or incident in mainland UK or Northern Ireland during the **Hire Period We** will, as soon as possible, recover and repair the **Vehicle** so that it is rendered functional.

15.1.2.1 If the **Vehicle** cannot be repaired, **We** will (where possible) provide **You** with an alternative **Vehicle** of an equivalent standard and size to the **Vehicle** for the remainder of the **Hire Period**.

15.1.2.2 If **We** cannot repair the **Vehicle** or provide **You** with an alternative **Vehicle We** will provide **You** with a refund for any part of the **Rental Period** that **You** have paid for but not received the benefit of.

15.1.3 If, and only if, the breakdown or **Collision** or incident is due to **Our** negligence or wilful default then **We** will not charge **You** for the cost of recovery and/or repair (if any).

Should **We** consider that the breakdown is caused by the negligence or deliberate misuse or if loss of or damage to the **Vehicle** arises as a result of a breach of the Contract by **You** and or any Referred **Driver** or additional **Driver** and/or any unauthorised **Driver** then **You** will be responsible for and will pay to **Us** the cost of the repair of the **Vehicle** (if there is damage and or loss caused to the **Vehicle**) and a fee for recovery of the **Vehicle** plus a towing charge per mile (if applicable) at the rates set out in the **Tariff Guide**.

15.2 In case of a **Collision** or incident

15.2.1 If there is a **Collision** or incident **You** or any authorised **Driver** must tell **Us** immediately by calling the 24/7 emergency telephone number indicated in the accident procedure on the Rental Agreement. In the unlikely situation that this is not possible, **You** must do so at the earliest possible opportunity (whether damage occurs or not), or within 24 hours, or before the end of **Your** hire, whichever is sooner. If **You** do not do this, or **You** continue to use the **Vehicle**, then **You** are responsible for any loss and/or damage caused to or resulting from the use of the **Vehicle** or to a **Third Party** and for all applicable charges associated with such loss and/or damage together with a damage administration fee for each incident. If **You** need further assistance **You** should contact **Us** as detailed in section 26.

- 15.2.2 Should **We** consider that the **Collision** or incident is caused by **Abnormal Use**, the negligence, deliberate misuse or a breach of the Contract by **You** and/or additional **Driver** and/or any unauthorised **Driver** and/or **Our Collision Damage Waiver** does not apply or is completely invalidated as a result of an act or omission (please see section 25 for further information as to when the **Collision Damage Waiver** applies and when it is invalidated) then **We** reserve the right to recharge the cost of recovery and/or repair in full to **You**.
- 15.2.3 If **You** or any other **Driver** has a **Collision** or incident **You** or that other **Driver** must:
- 15.2.3.1 not admit or accept responsibility;
 - 15.2.3.2 obtain and notify **Us** of the names and addresses of all involved, including witnesses;
 - 15.2.3.3 take multiple photographs of the scene, all parties and vehicles involved, showing the damage;
 - 15.2.3.3 make the **Vehicle** secure and tell the police straight away if anyone is injured or the road is blocked or if any property has been damaged;
 - 15.2.3.4 immediately tell **Us** of the **Collision** or incident by calling the 24/7 emergency telephone number indicated in the accident procedure on the Rental Agreement;
 - 15.2.3.5 complete an **Accident Report** on **Our** website www.alcovanhire.co.uk/accident preferably whilst still at the scene, but within a maximum of 2 days of the **Collision** or incident. If **You** are unable to do this on **Our** website, a paper copy of the form is available from **Our** office. This will allow **Us** to defend **Our** case against the **Third Party** (if **You** are responsible for the incident) or to recover costs from the **Third Party** (if the **Third Party** is responsible for the incident). This also gives **Us** all relevant details of the incident and will allow **Us** to ensure **Your** claim is being handled as efficiently as possible.
- 15.2.4 **You** will use **Your** best endeavours to supply **Us** with full details of any **Third Party**(ies) and **Third Party** vehicle(s) involved in any **Collision** or incident with the **Vehicle**. Failure to do so may invalidate the insurance **Protection** and/or any excess reduction products.
- 15.2.5 **You** will, at **Our** request, do all that is reasonably and lawfully required by **Us** or any provider of any product that is involved with **Your** rental and allow **Your** name and the name of any **Driver** to be used by **Us**, or any provider, for enforcing any rights or remedies against any persons in connection with the **Vehicle**.
- 15.2.6 **We** will not (either on **Our** own behalf or on behalf of any insurers) waive any rights under the Contract or any applicable **Insurance Policy** unless **We** do so in writing (which must be signed by **Us** or the insurer as applicable).

16. WHEN SHALL I RECEIVE MY INVOICE AND PAY FOR THE RENTAL?

- You** will receive a pro forma invoice in the form of **Your** Rental Agreement at the time of hire. **You** must keep this safe as it is **Your** proof of hire. **You** will pay or be charged the full amount in one or in several lots as agreed between **Us** in advance of **Your** hire.
- 16.1 When **You** book a **Vehicle**:
- 16.1.1 **You** may have to prepay for **Your Vehicle** at time of booking, for example, the daily rental charge of the **Vehicle** and **Accessories** for the **Hire Period** and for any additional services or products, at the time of booking. **Your** means of payment will be debited by the agreed amount, but **You** will not receive an invoice for that prepayment as the booking reference number supplied will be deemed the receipt for this.
 - 16.1.2 If **You** have not prepaid for **Your** booking, **You** will be charged at the time **You** pick up **Your Vehicle** for the amount of the **Rental Charges** for the **Vehicle** plus the deposit, if applicable, and for any **Accessories** or additional services or products or additional **Drivers** or **Protections** **You** decide to take out before **You** take the **Vehicle** away. The cost for this will be shown on the Rental Agreement and will be agreed with **You** before **You** sign the document.
 - 16.1.3 At the time of return of **Your Vehicle** **We** will establish whether any additional fees or charges apply, and **You** will be charged for these accordingly. From the day after **You** return your **Vehicle**, **You** can then request **Your** VAT, or tax, document. **You** should contact **Us** in accordance with section 26. This will be supplied to **You** by email within 30 days of **Your** request.

- 16.1.4 If **You** have incurred extra costs such as fines or tolls or caused damage and/or loss to the **Vehicle** and/or **Accessories** then **We** will charge **You** at a later date, together with any associated administrative charges if, after the **Hire Period** has terminated, when **We** become aware of them and a full tax invoice will be issued and supplied to **You** by email.

17. WHAT IF I WANT TO CANCEL OR MODIFY MY BOOKING?

17.1 Modification

- 17.1.1 **You** can modify **Your** booking free of charge provided **You** let **Us** know **at least 48 hours before** the **Hire Period** is due to start. Please be aware that new rental prices, delivery, or collection times may apply, and other aspects of **Your** rental may change if **You** modify **Your** booking. **We** will let **You** know if the modification to **Your** booking is possible. If it is possible, **We** will tell **You** about any changes to the rental which would be necessary as a result of **Your** requested modification and ask **You** to confirm whether **You** wish to go ahead with the modification to **Your** booking.

- 17.1.2 **We** will charge **You** for a reservation amendment fee as set out in the **Tariff Guide** each time **You** amend any details of **Your** booking once the **Hire Period** starts.

17.2 Cancellation & No Show

17.2.1 Prepaid Rentals

If **You** have prepaid **Your** booking in accordance with section 16.1.1:

- 17.2.1.1 **You** can cancel **Your** rental free of charge provided that **You** have given **Us** **at least 48 hours notice before the Hire Period is due to start**. **You** must do this using **Our** online form at www.alcovanhire.co.uk/cancel.

- 17.2.1.2 If **You** cancel giving **Us** less than 48 hours notice, the prepaid amount will be refunded less a cancellation fee at the rate shown in the **Tariff Guide**.

- 17.2.1.3 If **You** have not cancelled **Your** reservation and fail to pick up the **Vehicle** then **Your** prepayment will be refunded less the no-show fee at the rate shown in the **Tariff Guide**.

- 17.2.1.4 If **We** cancel or fail to cancel the booking **You** will be fully reimbursed for any sums that **You** have paid to **Us** for the booking.

17.2.2 Pay on arrival rentals

- 17.2.2.1 If **You** have not prepaid for **Your** rental then **You** may modify or cancel **Your** rental free of charge up to 2 business hours before the time of pick up.

- 17.2.2.2 If **You** either don't pick up the **Vehicle** at the agreed time or don't give **Us** two or more hours' notice to cancel before the rental start time then **You** agree that **We** may charge the no-show fee at the rate shown in the **Tariff Guide** against that credit or debit card details **You** lodged with **Us** at the time of booking to compensate **Us** for having held the **Vehicle** for **You** without any rental transaction ultimately taking place.

18. WHAT IF I WANT TO EXTEND MY HIRE PERIOD?

In case **You** want to extend the **Hire Period** shown on **Your** Rental Agreement **You** must contact **Us** at least 2 working hours before the end of the **Hire Period** or any previously agreed extension.

- 18.1 If **We** agree to extend the **Hire Period** **You** must pay **Us** an extension fee (at the rate shown in the **Tariff Guide**) before the end of the **Hire Period** as well as the hire charges which will become due.

- 18.2 If such an extension means that the **Hire Period** will exceed a period of 90 days then **You** must :

- 18.2.1 return with the **Vehicle** to **Our** office where **You** picked it up and pay any outstanding amounts due; and

- 18.2.2 negotiate the hire of a new **Vehicle** and enter into a new Rental Agreement with **Us**.

- 18.3 If **You** do not contact **Us** in time, or do not pay the extension fee, then, **We** will charge **You** the daily charge for each day (or part day) that **You** keep the **Vehicle** beyond the end of the **Hire Period** plus an unauthorised extension fee (as set out in the **Tariff Guide**). If **We** consider it to be appropriate then **We** will also have the right, without prior notice, to take any legal action necessary to effect the immediate return of the **Vehicle**. Please note that unless **We** expressly agree to the extension **You** will no longer be insured to drive the **Vehicle**.

18.4 The cost for both the extension fee and the unauthorised extension fee can be found in the **Tariff Guide**.

19. WHAT IS THE FUEL POLICY?

19.1 All **Vehicles** are supplied with a reasonable amount of fuel in the tank.

19.1.1 'Reasonable'

- **We** provide **You** with a **Vehicle** with a level of fuel in the tank. The exact amount will be recorded on **Your** Rental Agreement. There will be enough fuel in the tank for **You** to travel to the nearest filling station, so **You** can fill the **Vehicle** with the fuel **You** will require for **Your Hire Period**.

- **You** return the **Vehicle** with the same level of fuel in the tank as recorded on **Your** Rental Agreement.

If **You** return the **Vehicle** with a level of fuel lower than indicated on the Rental Agreement, **You** will be charged the cost of the missing fuel at the current advertised rate on the date of return plus a refuelling charge (as set out in the **Tariff Guide**).

19.2 The **Company** will not reimburse **You** for any unused fuel, or any extra amounts of fuel left in the **Vehicle** at the time of return.

20. MUST I PAY A DEPOSIT BEFORE PICKING UP THE VEHICLE?

As **We** have already stated in section 10.1 **You** may be required to provide a security deposit when **You** hire the **Vehicle**. The amount of the deposit is confirmed at the time of **Your** booking.

20.1 **You** can pay the deposit with cash, a debit card or a credit card and **We** have set out below what will happen for each payment method. If **You** have prepaid **Your** daily **Rental Charges** **We** will need to see the card that **You** used for the prepayment before **We** release the **Vehicle** to **You** but **You** can pay for **Your** deposit using a different payment method if **You** wish.

Cash: Will be banked. In the event that there is insufficient cash on the premises to return to **You** at the end of **Your Hire Period**, a cheque will be raised for the full amount.

Credit cards: **Your** card will be charged. **We** will request an electronic authorisation from the issuing bank for the deposit value against the card and then actually withdraw the funds. The available credit on the card/account will be reduced by the deposit value and will appear on **Your** monthly statement. Provided there are no extra charges and/or fees to pay when **You** return the **Vehicle** to **Us** at the end of the **Hire Period** and it has been checked-in then the deposit amount will be refunded back to the same card number. **You** should allow 10 working days for this amount to be reflected into **Your** account.

Debit cards: **Your** card will be charged. **We** will request an electronic authorisation from the issuing bank for the deposit value against the card and then actually withdraw the funds. The amount will be deducted from **Your** account balance and it is **Your** responsibility to ensure that there are sufficient funds to cover this amount. Provided there are no extra charges and/or fees to pay when **You** return the **Vehicle** to **Us** at the end of the **Hire Period** and it has been checked-in then the deposit amount will be refunded back to the same card number. **You** should allow 10 working days for this amount to be reflected into **Your** account.

20.2 **You** agree that at any time during or after the **Hire Period** any and all additional charges that may arise under the Contract or related to **Your** rental of the **Vehicle** can be offset against **Your** deposit and, where there is no deposit or the deposit is insufficient, that **We** can apply such costs (i.e. the full cost or the difference between the amount **We** are entitled to and any deposit) to the credit or debit card presented by **You** before entering into the Contract or **We** can issue an invoice to **You** for those sums that will be payable within 14 days of the date of the invoice.

21. HOW IS THE COMPANY PROTECTING AND USING MY PERSONAL INFORMATION?

21.1 Protection of the Personal Information

21.1.1 **We** collect and process **Your** personal information strictly in accordance with the requirements of the Data Protection Act to the extent necessary to assist **Us** in providing **You** with **Vehicle** rental services and to maintain and improve **Our** administration.

21.1.2 When processing **Your Hire**, **We** collect data which will include, but is not limited to:

- **Your** Full Name;
- **Your** current residential Postal Address;
- **Your** contact details if different;
- **Your** landline telephone number and mobile number;
- **Your** E-mail Address;
- **Your** Date of birth;
- **Your** Driving Licence details;
- Cardholder Credit / Debit Card information;
- **Your** driving history including endorsements within the last 11 years;
- **Your** accident history within the last 3 years;
- Any Medical Conditions that may affect **Your** eligibility for Insurance;

We may collect Medical Condition data that is regarded as sensitive. If there is a **Collision** or incident and **We** need to work with Insurance and Claims Management Companies relating to any injury **You** may incur, **We** may need to process data about **Your** current medical conditions. Please note that if **You** wish to rent with **Us** and there is a need to provide sensitive data, **You** consent to that data being collected, used, and disclosed for **Our** Operational Uses.

21.1.4 **You** are welcome to see any data held about **You** at any time and to make the necessary amendments to keep this data up to date. To protect **Your** Privacy and the Security of **Your** Personal Data, **We** will take steps to verify **Your** identity before granting **You** access or making corrections to any data **We** store about **You**. To view **Your** Personal Data please contact **Us** quoting **Your** Name and Address and either **Your Driver** Licence Number or Date of Birth (for verification purposes) and **Your** most recent Rental Agreement or Booking Reference Number.

21.2 Use of the Personal Information

We may use any personal information **You** have given **Us**, including the details of any **Driver(s)** as follows:

21.2.1 For the purposes of the rental to verify identity, process and collect payment under the Contract, monitor fraud and deal with any issues before, during and after the **Hire Period**.

21.2.2 **We** will obtain information from third parties concerning **You** and/or any **Driver(s)** to decide whether to rent a **Vehicle** to **You**. Before **Your** rental starts, **We** will check **Your** identity and that of any **Driver(s)** by carrying out an identity check. **We** may pass **Your** personal information to **Third Party** agencies for the purposes of checking **Your** identity and that of any Named **Driver** and they may keep a record of any search that they do. This identity check may leave an electronic note or “footprint” on **Your** record but will not affect **Your** credit rating; it is not used as part of the credit vetting process and the information is not sold to third parties.

21.2.3 **We** will keep a record of any breach of the Contract, suspected fraud or **Collision** or incident history to help **Us** with future decisions about **You** and/or any Named **Driver**.

21.2.4 **We** may give the personal details **You** supply, and details of **Your** performance of obligations under the Rental Agreement to; credit reference agencies, DVLA, HM Revenue & Customs, the police, debt collectors (including solicitors) and any other relevant organisation.

21.2.5 **We** may also give the personal details to the British Vehicle Rental & Leasing Association (“BVRLA”), who may pass the details on to any of its members to help them decide whether they will accept **You** or any **Driver(s)** as a customer.

21.2.6 **We** may also share the personal information and information concerning the hire of the **Vehicle** under this rental agreement (including details as to payment record, credit worthiness, accidents or claims or theft or damage to the **Vehicle**, delays in **Vehicle** return, threatening or abusive behaviour and any other relevant information) with other vehicle rental companies and suppliers to such companies for the purposes of crime detection, risk management and assessing whether or not others may wish to hire a **Vehicle** to **You**.

21.2.7 **Our** data protection policy is available from **Our** website www.alcovanhire.co.uk/privacypolicy.

22. ARE THE VEHICLES EQUIPPED WITH A TRACKER?

- 22.1 To maintain and protect the **Vehicle** and to prevent and detect crime **We** may use electronic devices to monitor the condition, performance, and operation of a **Vehicle** and/ or to track a **Vehicle's** movements. This information may be used both during and after termination of the **Hire Period** to ensure that the terms of this agreement are complied with.
- 22.2 By accepting these T&Cs **You** expressly acknowledge having granted **Your** explicit consent to the use of such electronic devices.

23. WHAT HAPPENS IN CASE OF DISPUTE RELATED TO MY RENTAL?

23.1 **Our** Liability

- 23.1.1 **We** will be responsible for personal injury or death that is caused by **Our** negligence.
- 23.1.2 **You** accept that in certain circumstances it will not be possible to provide **You** with a **Vehicle** or to provide **You** with the Services **You** have reserved. In such circumstances or if **We** are in breach of this Contract **You** agree that **Our** maximum liability for any losses (including any loss of profits, loss of business, business interruption, or loss of business opportunity) in contract or tort will be limited to the value of the **Vehicle** hire and/or any ancillary services **You** reserved during the booking process.
- 23.1.3 The **Company** will be responsible for losses suffered by the **Hirer** as a result of the **Company** breaking the Rental Agreement if these losses are foreseeable. Losses are deemed to be foreseeable where the **Hirer** and the **Company** could contemplate them at the time that the **Vehicle** is rented. The **Company** is not responsible for indirect or consequential losses which happen as a side effect of the main loss and which are not foreseeable.

23.2 Customer Service

- 23.2.1 **You** can contact **Our** Customer Services using the information detailed in section 26.
- 23.2.2 Whether **You** call **Us** or write to **Us** **We** will aim to respond to **Your** query or complaint within 10 working days of receiving **Your** communication. If **We** cannot respond in these timescales, **We** will tell **You** why and let **You** know when **We** aim to reply to **You**.
- 23.2.3 If **We** have to contact **You**, **We** will do so by telephone or by writing to **You** at the email address or postal address **You** provided to **Us** at the time of **Your** rental.
- 23.2.4 **We** are under a legal duty to provide **Vehicles** that are in conformity with the Contract.
Nothing in these terms will affect **Your** legal rights or remedies which cannot be excluded as a matter of law. For detailed information please visit the Citizens Advice website (www.citizensadvice.org.uk).

23.3 Applicable Law & Jurisdiction

- In case of any dispute regarding **Your** rental, **You** agree that the applicable law will be English law and subject to the jurisdiction of the English and Welsh courts.
Any addition to, or alteration of, these terms and conditions must be agreed upon in writing by the parties.

- 23.4 These terms and conditions are available in electronic format at www.alcovanhire.co.uk/terms and in large print on request.

24. GENERAL

24.1 Animal Policy

- 24.1.1 **We** do not allow any animals other than assistance dogs to be transported in **Our Vehicles**.
- 24.1.2 **We** do not supply dog guards or any other form of animal restraint for **Our Vehicles**. If **You** are travelling with an Assistance Dog **You** are always therefore responsible for its behaviour, safety, and well-being. This responsibility includes ensuring that the Assistance Dog is suitably restrained at all times so that it remains safe; it does not distract the **Driver** or cause risk or injury to **You** or any other **Passengers** sharing the **Vehicle** with **You**.

- 24.1.3 **We** do not under any circumstances accept liability for damage suffered by the **Vehicle** or for injury caused to the Assistance Dog or to **You** or the **Driver** or to any **Passengers** as a result of **Your** failure to keep the Assistance Dog appropriately restrained and/or controlled.
- 24.1.4 In addition **You** are required to return the **Vehicle** to **Us** in the same condition as it was at the start of the **Hire Period**). If it is returned to **Us** in a dirty or messy and/or damaged condition to the extent that it will require specialist cleaning and/or repair before it can be rented to the next customer then **You** will be liable for the special cleaning/valet charge described in the **Tariff Guide** and/or for the repair of any damage.
- 24.2 Notifications
- All notifications that need to be served on either **You** or **Us** in regard to **Your** Rental Agreement will be sent to the address indicated in the Rental Agreement unless either of **Us** notifies the other party to the contrary.
- 24.3 End of Rental Agreement
- 24.3.1 If **You** are a consumer **We** may end the Contract immediately if **We** discover that any of **Your** belongings have been taken away from **You** to pay off **Your** debts, or a receiving order has been made against **You** or steps have been taken to make **You** bankrupt or for **You** to enter into an individual voluntary arrangement.
- 24.3.2 If **You** are a **Company** **We** may end the Contract immediately if **You** go into any form of insolvency or **You** call a meeting of creditors or **We** discover that any of **Your** goods have been taken away from **You** to pay off **Your** debts or receive adverse information or fraudulent financial information.
- 24.3.3 If **You** are ending the Contract for one of the reasons set out below the Contract will end immediately and **We** will refund **You** in full for any **Vehicle** which has not been provided or has not been provided properly. The reasons are:
- **We** have told **You** about an error or a change in the price or description of the **Vehicle** **You** have booked, and **You** do not wish to proceed;
 - **We** have suspended hire of the **Vehicle** for technical reasons, or notified **You** **We** are going to suspend hire of the **Vehicle** for technical reasons, in each case for a period of more than 14 days without providing a suitable alternative **Vehicle** to replace the (suspended) **Vehicle** for the remainder of the **Hire Period**; or
 - **You** have a legal right to end the Contract because of something **We** have done wrong.
- 24.3.4 The **Company** may terminate this agreement without notice by reason of any breach by the **Hirer** of the **Local Rental Terms and Conditions** and then take possession of the **Vehicle**, the **Hirer** authorises the **Company** to use any endeavour to do so.
- 24.3.5 If the Contract ends it will not affect **Our** rights under the Contract including the right to receive and/or claim any amounts which **You** owe to **Us** under the Contract.
- 24.3.6 If **You** end the Contract after the **Vehicle** is delivered to **You**, **You** must return the **Vehicle** to **Us**. If **You** are ending the Contract because **We** have told **You** of an error or change in pricing or description or because **You** are exercising **Your** legal rights to end the Contract because of something **We** have done wrong then **We** will pay the costs of return.

25. INSURANCE AND PROTECTION PROVISIONS

- 25.1 This section 25 summarises the **Protection** and insurance offered that are designed to cover **Your** potential financial exposure if any of the following circumstances occur whilst **You** are renting and using one of **Our Vehicles**. Without them, **You** will be personally responsible for the financial consequences:
- 25.1.1 Liability to a **Third Party** which means other people's **Bodily Injury** or death and / or damage to their property that occurs because of a **Collision** or incident that **You** may cause.
- Damage to a **Third Party's** property could include a **Third Party's** vehicle and its contents, buildings or their contents, machinery, or personal possessions.
 - The cost of any business interruption associated with either the **Third Party's** injury or death and/or the damage to their property will also form part of this liability.

25.1.2 Damage to or theft of the **Vehicle**. This may be a result of a **Collision** or an attempted theft and need to be repaired or it may be so badly damaged that it is irreparable and **We** write it off; or it may be stolen and not recovered

25.1.3 If **You** are the **Driver** of the **Vehicle** at the time of a **Collision** and **You** are responsible for the **Collision** taking place then whilst any injured **Passengers** will be covered by **Our Third Party Liability Insurance** **Your** own death or injuries, together with the possible associated consequences of it, will not.

25.2 Mandatory **Third Party Liability Insurance**

We are required by law to insure **Our Vehicles** against liability for the claims or actions of a **Third Party(ies)**. **Third Party Liability Insurance** is therefore automatically included as part of **Our Vehicle** hire services and **You** will be covered for the consequences others may suffer as a direct result of **Your** actions whilst **You** are driving the **Vehicle** up to the level legally required.

25.3.1 What am I covered for ?

You will be insured against liability for the financial cost of any of the following consequences that may arise as a result of an incident that **You** cause when **You** are using the **Vehicle**:

- **Bodily Injury** or death suffered by a **Third Party(ies)**; and
- property damage sustained by a **Third Party(ies)** and losses and costs arising as a consequence of the damage.

25.3.2 What is excluded from the cover ?

Third Party Liability Insurance does not cover:

- **Bodily Injury** or death that **You** (the **Driver** at the time of the **Collision**) may suffer; or
- any damage to or loss of **Your** personal property or possessions; or
- any damage caused to the **Vehicle**; or
- the **Vehicle** if it is stolen due to the keys being left in or on the **Vehicle**; or
- the **Vehicle** if it is stolen due to the loss of the keys whilst on hire or the keys cannot be provided.

25.3.3 What is the amount of my financial exposure for **Third Party** Liability ?

You will be covered for any amounts that exceed **Your Excess Amount** of the financial cost of **Third Party** Liability arising as the result of a **Collision** that **You** may cause up to the level legally required provided **You** have not committed a breach of any applicable laws (including any relevant road traffic regulations) or the **Local Rental Terms and Conditions** and **You** notify **Us** in accordance with section 15.2.

However, if there has been **Abnormal Use** of the **Vehicle**, or if **You** did not comply with those laws and/or regulations and/or the applicable **Local Rental Terms and Conditions** then, whilst **Our** insurer will still fulfil its obligations to Third Parties under the **Third Party Liability Insurance Policy**, it will then seek to recover from **You** all of the costs it may have paid to that **Third Party**, and seek recompense for all liabilities, damages, costs and expenses suffered or incurred as a result of the incident. **You** furthermore indemnify the **Company** against such losses as is recoverable in law.

25.4 **Collision Damage Waiver**

25.4.1 **Our Collision Damage Waiver** cover limits **Your** financial exposure for damage caused to the **Vehicle** whilst it is in **Your** care. If **You** purchase **Our Collision Damage Waiver** product and comply with the applicable laws and the **Local Rental Terms and Conditions**, then **We** will pay for the cost of damage to the **Vehicle** that exceeds the **Excess Amount**.

Collision Damage Waiver cover is not included in the daily rental charge and is available to purchase separately in advance of **Your** hire, at an additional cost.

We do not accept personal car insurance policies or any **Third Party** waiver products that can be purchased online via a Broker or similar trader.

Collision Damage Waiver does not cover the loss or theft of or damage to objects or property, (including luggage or goods) that are deposited or kept or transported in or on the **Vehicle** by **You** or by any **Passenger**.

25.4.2 **Collision Damage Waiver** Availability

The **Collision Damage Waiver** is not available to certain **Drivers** with a limited driving experience; or **Drivers** with certain convictions or endorsements on their licence. In these instances, the **Standard Excess Amount** is payable in respect of each **Collision** or incident.

25.4.3 What does this protect me against?

Collision Damage Waiver cover protects **You** against liability for any amount greater than the **Excess Amount** for the following combined costs related to:

- the cost of evaluating the damage incurred by a **Vehicle**; and/or
- the cost to repair the **Vehicle** or its **Book Value** if it is irreparable and must be written off; and
- **Our Loss of Use** in the **Vehicle** whilst it is being repaired and / or written off in circumstances where:
- **You** collide with a fixed or moving object; or
- the **Vehicle** is subject to an act of vandalism while **You** are driving and using it; or
- any glass or lights or reflectors are damaged or broken or tyres are damaged or punctured during a **Collision**.

25.4.4 What is excluded from the **Protection**?

You will be liable for the full cost to evaluate and to repair the damage to the **Vehicle** if the damage is caused:

- by the wilful acts of the **Driver**; or
- by an explosion or fire in (or to) the **Vehicle** because **You** are using it to transport dangerous goods (dangerous goods being any product or substance that, due to its nature and/ or main characteristics, is reasonably considered to be dangerous and which, if not transported with appropriate caution and safety, could cause harm to the **Vehicle**, and to any **Third Party** within a reasonable distance of the **Vehicle**); or
- by the **Vehicle** striking overhead objects above windscreen height such as hitting a bridge, car park barrier, trees, signs, canopies, or any other overhead object; or
- by total or partial theft or an act of vandalism whilst the **Vehicle** is left unattended; or
- by **Your** negligence (which is behaviour that falls below the standards expected of a reasonably sensible person in similar circumstances) or the negligence of **Your Passengers** (for example a fire caused by the use or disposal of cigarettes or cigars); or
- because the keys are lost or stolen or damaged; or
- Loss of or damage to **Your** own property that is being transported or kept in or on the **Vehicle** during the **Hire Period**

Types of damage that are explicitly excluded are:

- Interior damage;
- Under-body damage;
- Damage above windscreen height;
- Damage caused by use of the wrong fuel;
- All glass;
- Fitting or Using Roof Racks, bicycle racks, tow bars or tow balls;
- Loss of or damage to or breakage of keys and consequential costs;
- All mirrors;
- Any front, side, or rear lamp lenses;
- Aerials;
- Any punctures to any wheel;
- Caused as a result of flood;

25.4.5 What must I do to benefit from the **Protection** ?

You must:

- purchase the **Protection** before the commencement of **Your** hire; **
- comply with **Local Rental Terms and Conditions** and all applicable law and local traffic regulation when **You** are driving the **Vehicle**; **
- notify **Us** in accordance with section 15.2 **

** Please note that these are the minimum requirements.

25.4.6 Even if the **Collision Damage Waiver** fee is paid, the **Hirer** shall be responsible for payment of any amount where the loss of, or damage to, the **Vehicle** or its **Accessories**, arising from the wilful action of the **Hirer** or any **Driver**. This includes, but is not limited to driving:

- **Abnormal Use** of the **Vehicle**,
- Whilst under the influence of alcohol above the current legal limit;
- Whilst under the influence of illegal drugs;
- Whilst under the influence of solvent abuse;
- Whilst driving with under-inflated or flat tyres;
- Allowing an unauthorised person to drive the **Vehicle**.

25.4.7 What are my options?

25.4.7.1 Without **Collision Damage Waiver**

If **You** have committed a breach of any applicable laws (including any relevant road traffic regulations) or the **Local Rental Terms and Conditions Our Basic Protection** will be revoked, and **You** will be liable for the full amounts of:

- any damage to or loss of **Your** personal property or possessions; or
- the cost of evaluating the damage incurred by a **Vehicle**; and/or
- the cost to repair the **Vehicle** or its **Book Value** if it is irreparable and must be written off; and
- **Our Loss of Use** of the **Vehicle** whilst it is being repaired and / or written off.

25.4.7.2 Without **Collision Damage Waiver - Basic Protection**

If during **Your Hire Period** the **Vehicle** is damaged and **You** have not purchased the **Collision Damage Waiver**, providing **You** have not committed a breach of any applicable laws (including any relevant road traffic regulations) or the **Local Rental Terms and Conditions** then **Our Basic Protection** will limit **Your** liability to the **Standard Excess Amount** and is payable in respect of each **Collision** or incident.

25.4.7.3 With **Collision Damage Waiver**

If during **Your Hire Period** the **Vehicle** is damaged and **You** have purchased the **Collision Damage Waiver**, providing **You** have not committed a breach of any applicable laws (including any relevant road traffic regulations) or the **Local Rental Terms and Conditions** **Your** liability will be limited to the **Reduced Excess Amount** and is payable in respect of each **Collision** or incident.

26. HOW TO CONTACT US

26.1 To make a make or change a booking:

- During normal office hours by phone on 01962 670067; or
- by email to frontdesk@alcovanhire.co.uk

26.2 To contact **Our** Customer Services:

- by phone on 01962 674876; or
- by email to frontdesk@alcovanhire.co.uk; or
- if **You** prefer, **You** can write to Us at Pittvale Service Station, Romsey Road, Pitt, Winchester, SO22 5QN.

26.3 In the event of a **Vehicle** Breakdown:

- Follow the procedure set out in section 15.1
- For further assistance call **Our** 24/7 emergency telephone number 01962 674 876.

26.3 Contact information to use in the event of a **Vehicle Collision** or incident:

- Follow the procedure set out in section 15.2
- Please call **Our** 24/7 emergency telephone number is 01962 674 876.

