

Rental agreement terms and conditions

1. Your contract with us

- a. When you sign this agreement, you accept the conditions set out within and accept that any authorised driver is also bound by its terms. The conditions of this agreement apply to any vehicle listed on it, including replacement vehicles and any agreements extending from it.

2. Rental period

- a. You will have the vehicle for the rental period shown in the agreement. If you do not bring the vehicle back on time you are breaking the conditions of this agreement and any insurance cover paid for will expire at the end of the agreed period. We may agree to extend this rental period but only if you contact us before the end of the original period and payment is paid in full in and in advance. Failure to return the vehicle at the end of the agreement will result in charges being levied. These charges will be based on the Arnold Clark rental tariff for the group of vehicles to which the vehicle belongs. If you do not return the vehicle at the end of the rental period or the agreed extension(s), and we fail to obtain payment for the unauthorised period of use, we may report the vehicle as stolen to the police.

3. Your responsibilities

You are authorised to use the vehicle in accordance with these terms and conditions, which includes using the vehicle in a responsible manner at all times. If you do not comply with these conditions, you will be liable to us for any damages or reasonable expenses we suffer or incur as a result of your breach. We reserve the right to reclaim the vehicle at any time, and at your expense, if you are in breach of this agreement.

- a. You must look after the vehicle and the keys to the vehicle. You must always lock the vehicle when you are not using it and use any security device fitted or supplied with the vehicle. If the vehicle is left unlocked, or the keys are left in the vehicle and it is subsequently stolen, or if you give the keys to another person who is not a named driver, you will be liable for any damage sustained to the vehicle or the full cost of the vehicle (if not returned). This also includes any costs incurred in recovering the vehicle.
- b. You must take all reasonable precautions to protect the vehicle against adverse weather which may cause damage.
- c. You must make sure that you use the correct fuel. Failure to do so will result in you being liable for the full cost of recovery and repair. Our vehicles are not suitable to be run on biodiesel.
- d. You must check the bulbs and tyre pressures regularly.
- e. You must check the oil and other fluid levels regularly and refill as necessary.
- f. You must not smoke in the vehicle.

- g. You must not carry more passengers than the vehicle is designed to carry.
- h. You must not sell, rent or dispose of the vehicle or any of its parts. You must not give anyone any legal rights over the vehicle.
- i. You must not let anyone carry out maintenance or repair of the vehicle without our permission. If we do give you permission, we will only give you a refund on the production of a VAT receipt for the work, up to a value of £100. You must not present yourself as an agent or servant of Arnold Clark.
- j. You must notify us if the vehicle reaches the mileage at which a routine service is due and make the vehicle available to us for such servicing to be carried out, or for the vehicle to be replaced. If there is not a handbook available in the vehicle then contact the branch for details.

You must make the vehicle available to us for any recalls.

You are responsible for any damage to the vehicle caused by hitting low-level objects such as bridges or low branches. This responsibility is not excluded by the purchase of an excess waiver. You are also responsible for any damage caused by failure to pay due care and attention to potential hazards.

- k. You must not use or allow the vehicle to be used off-road or on roads unsuitable for the vehicle.
- l. You must cease to use the vehicle and contact us immediately if any accidental damage, structural damage, mechanical failure or malfunction may cause further damage if the vehicle were continued to be used.

- m. You must, if possible, obtain the names and addresses of third parties involved in any accident, vandalism or damage to the vehicle and inform Arnold Clark, the police and insurers if applicable
- n. You agree that we are entitled to charge you a reasonable additional cost should the vehicle require more than our standard cleaning on its return to restore it to its pre-rental condition (allowing for fair wear and tear) or if you have damaged the inside of the vehicle. These charges will remain despite the purchase of an excess waiver.
- o. You must bring the vehicle back to the agreed rental office during the opening hours displayed at the office. One of our rental staff must see the vehicle to check that it is in good condition. You will remain responsible for the vehicle and its condition until we do so.
- p. You acknowledge that you will be held responsible for any loss or damage to the vehicle, its documents, and its parts and accessories, arising during the rental or any extension until the vehicle has been checked by a member of the rental staff.
- q. You agree that this agreement and accompanying documents amount to the contract between you and Arnold Clark. You agree that any alteration to the contract will be valid only if it is in writing and signed by Arnold Clark.
- r. You agree that Arnold Clark's failure to enforce any term of this agreement does not amount to a waiver of rights under this agreement.
- s. You agree that you cannot assign this agreement.

4. Our responsibilities

We have maintained the vehicle to at least the manufacturer's recommended standard. We assure you that the vehicle is roadworthy and suitable for renting at the start of the rental period. Providing you are not renting the vehicle for business purposes, we are responsible for loss caused where the vehicle is not fit for purpose.

5. Property

- a. We are not liable for loss or damage to any property or personal belongings left in or on the vehicle, either during or after the period of the rental.

6. Conditions for using this vehicle

The vehicle must only be driven by you or any other person who has first been authorised by us and added to the agreement. Anyone driving the vehicle must have a current, full driving licence valid in the UK for the type of vehicle rented and held for a minimum of four years. Authorised drivers must have a clean driving licence record, although certain endorsements may be accepted with prior permission from our insurance company.

- a. We are not liable for loss or damage to any property or personal belongings left in or on the vehicle, either during or after the period of the rental.

You or any other authorised driver must not:

- b. Use the vehicle for hire and reward.
- c. Use the vehicle for any illegal purpose.
- d. Use the vehicle for racing, pace making or testing the vehicle's reliability and speed.

- e. Use the vehicle while overtired, or under the influence of alcohol, drugs, medication or any other legal or illegal substance which may impair consciousness or your ability to react.
- f. Drive the vehicle outside UK mainland unless you have obtained our prior written consent, including a Vehicle on Hire certificate (VE103), and arranged European breakdown cover which would repatriate our vehicle to the UK. Additional charges will apply.
- g. Use the vehicle when it is overloaded or when loads are not properly secured.
- h. Use the vehicle for towing unless we have given prior written permission.
- i. Attach or load any rack to the outside of the vehicle e.g. bike rack, roof rack or ladder rack without prior written permission
- j. Modify the vehicle in any way without prior written permission.
- k. Use it for a purpose for which you need an operator's licence if you do not have one (if the vehicle is a commercial vehicle).
- l. Use the vehicle to carry any object or any substance which, because of its condition or smell, may harm the vehicle and/or delay our ability to rent the vehicle again, this includes hazardous materials or dangerous goods.
- m. Use the vehicle in contravention of any traffic laws or other regulations.
- n. Use the vehicle on any airside area of an airport used for the take-off or landing of aircraft.

- o. Use the vehicle for the movement, parking, refuelling or servicing of aircraft, including areas used by ground equipment, without our express consent.

7. Charges

You will pay the following charges:

- a. The rental and any other charges we work out according to this agreement including excess mileage.
- b. Any charge for loss or damage from not keeping to conditions three or six.
- c. Replacement costs for lost or damaged keys including vehicle recovery or recoding costs.
- d. A refuelling charge if you have used, and not replaced, the quantity of fuel we supplied at the start of the original hire, and that of any other vehicles driven during the duration of the hire period.
- e. All fines and court costs for parking, speeding, road traffic or other offences (including any costs which arise if the vehicle is clamped or towed away). You must pay the appropriate authority any fines and costs if and when the authority demands this payment. If you do not, you will be responsible to pay our reasonable administration charges which arise when we deal with these matters.
- f. The reasonable cost of repairing any extra damage which was not noted on our pre-rental check form at the start of the hire, whether you were at fault or not (depending on condition four).
- g. The reasonable cost of replacing the vehicle if it is stolen as a direct result of you not keeping to condition three.

- h. A loss of use charge, when we demand it, if we cannot rent out the vehicle because it needs to be repaired, is a write-off (cannot be repaired) or it has been stolen and we are awaiting to receive full payment of the vehicle's value (this will not be more than 30 days). We will always do everything we can to make sure the vehicle is repaired or we get payment as soon as possible.
- i. Any charges arising from HM Revenue & Customs (or any public body) seizing the vehicle, together with a loss-of-income charge while we cannot rent out the vehicle, if and when we demand this payment.
- j. Any published rates for delivering and collecting the vehicle.
- k. Interest which we will add every day to any amount you do not pay us on time at the rate of 5% per annum over the current Bank of England base rate.
- l. Value added tax and all other taxes on any of the charges listed above, as appropriate. You are responsible for all charges, even if you have asked someone else to be responsible for them. You also acknowledge that we are entitled to charge any credit, charge or debit card nominated at the time of the rental for any charges due to us pursuant to this agreement.

8. Our insurance

We have a legal responsibility to ensure our vehicles are covered by a minimum of third-party insurance which provides cover for any third-party personal injury or property damage. This insurance is provided by us and is included in the rental charge unless we agree your own insurance will cover the rental.

- a. We will provide cover for damage to the vehicle, however you will still be required to pay the agreed excess amount every time the vehicle is damaged.
- b. An excess waiver does not cover lost or damaged keys, or damage to the interior of the vehicle. Nor does it cover damage to the vehicle caused by hitting low-level objects such as bridges, low branches or damage caused by failure to pay due care and attention to potential hazards. It also does not cover costs following a road traffic accident where our vehicle has to be recovered from an off-road location and there is no third party involved.
- c. We will provide cover for theft of our rental vehicle, however, you will still have to pay the agreed excess amount should the vehicle be stolen. This excess remains payable to us despite the purchase of an excess waiver.

9. Your insurance

- a. If we agree, you may arrange your own insurance for the rental as long as you provide evidence the insurance is valid for our vehicle and for the duration of the rental. You must also sign this agreement in the appropriate section. We have to agree the amount of cover you arrange, the type of policy and the insurer you have chosen. The cover arranged must be fully comprehensive and any excess on the policy is the responsibility of the policyholder and must be paid to us where appropriate. We must be satisfied with the cover and policy conditions and you must not change them. We may ask your insurers to record our name as owners

of the vehicle. If the vehicle is damaged or stolen, you will let us negotiate with the insurers about whether the vehicle can be repaired or what compensation is due to us. You are financially responsible for settling the full claim and paying all costs if the policy you have arranged fails and the vehicle is damaged, lost or stolen, or a claim is made by any other third party.

10. Data protection

Disclosing your information

Arnold Clark Finance Limited (SC039597) is notified as a Data Controller with the Office of the Information Commissioner under registration number Z580926X. We are the data controller of any personal data you provide to us. As a subsidiary of Arnold Clark Automobiles Limited (SC036386), we may disclose your personal information to any other member of our group. This includes our ultimate holding company and its subsidiaries as defined in section 1159 of the UK Companies Act 2006 – GTG Training Ltd (SC290157), Arnold Clark Insurance Services Ltd (SC192797), Harry Fairbairn Ltd (SC043023), Towquest Ltd (02299882) and Assure Alarms Ltd (SC139217).

We may disclose your personal information to third parties under the following circumstances:

- a. If we sell our business or assets, in which case we may disclose your personal data to the prospective buyer of such business or assets.
- b. If Arnold Clark Automobiles Limited, or substantially all of its assets are acquired by a third party, the personal data held about its customers will be one of the transferred assets.

- c. If we need to comply with any legal obligation, or to enforce or apply our terms of use and other agreements.
- d. If we need to protect the rights, property, or safety of the Arnold Clark Group, our customers, or others. This includes exchanging information with other companies and organisations, such as the police, HMRC or local councils for the purposes of fraud protection and credit risk reduction.
- e. We may contact a data cleansing organisation to ensure all data is accurate and up to date.
- f. If we are required by the BVRLA or DVLA to provide evidence of drivers of our vehicle for audit or legal purposes.
- g. If required, we may contact debt collectors to recover any funds outstanding on your account. You will receive prior written notice before this process begins.
- h. If required, your details may be provided to the BVRLA to share with their other operators for the prevention of fraud and crime.
- i. Arnold Clark will not otherwise share your personal information with the third parties without your prior consent, unless it is necessary for the completion of our mutual contract. For full details on how we use the information you have provided to us, and a list of the third parties we are in contact with, please see our privacy policy at www.arnoldclarkrental.com.
- j. It is your responsibility to ensure that any personal data is removed from the vehicle before it is returned to us. This includes, but not limited to, any information you

have entered into a telephone, satellite navigation or other on-board systems. In the event that you fail to do so, we shall not be held liable if your data is not removed from the vehicle before it is hired or sold to another party.

Access to your information

You may request, at any time, a copy of the personal information the company holds about you, at no cost. Should you wish to access or update the personal information we hold, please contact us by sending a written request to our Customer Services department at 454 Hillington Road, Hillington Park, Glasgow, G52 4FH or customer.services@arnoldclark.com.

If you wish to have the information the company holds on your person removed, please request this in writing to Customer Services department at 454 Hillington Road, Hillington Park, Glasgow, G52 4FH or customer.services@arnoldclark.com. As long as your information is not pertinent to the completion of a contract, or required for any legal reason, it will be removed.

- a. If you are concerned we are not using your information in accordance with the law, or are not satisfied with our response to a request made above, you can complain to the Information Commissioners Office.

11. Ending the agreement

- a. If you are a consumer, we will end this agreement straight away if we find out your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you.
- b. We may end this agreement at any time if we believe you are in breach of this agreement.

- c. If you are a company, we will end this agreement straight away if you go into liquidation, call a meeting with your creditors, have had goods taken away from you until you pay your debts, or you do not meet any of the conditions of this agreement.
- d. If we end this agreement, it will not affect our right to receive any money we are owed under the conditions of this agreement. We can also claim reasonable costs from you if you do not meet the main requirements of this agreement. We can repossess the vehicle (and charge you a reasonable amount) without using unreasonable force or causing damage.

12. Consumer contracts (Information, cancellation and additional charges) Regulations (the ‘Regulations’)

- a. If the contract between you and us is an off-premises contract, for the purposes of the Regulations, you are advised that Regulation 28 (1)(h) applies to the contract and the right to cancel (contained in part three of the Regulations) does not apply to the contract.

13. Entire agreement

- a. We consider that this agreement constitutes the whole agreement between you and us.

14. Invalidity

- a. If any part of the terms and conditions are unenforceable, the enforceability of any other part will not be affected, with all other clauses remaining in full force and effect. So far as possible, where any clause or sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified

and interpreted in such a way that closely resembles the original meaning of the clause or sub-clause as is permitted below.

15. Liability

This agreement is between you and us. No other person shall have any rights to enforce any of its terms. If more than one person entered into this agreement, you are jointly and severally liable for the obligations under this agreement. This means that each of you is separately responsible for performing all of the obligations, including payment, under this agreement.

16. Governing law and jurisdiction

These terms and conditions are to be construed in accordance with Scots law.

17. Complaints handling procedure and ADR

- a. In the event of a complaint or dispute of any kind, our complaints handling procedure can be found on our website at www.arnoldclarkrental.com and is available from us on request.
- b. When your complaint cannot be resolved, and our internal process has been exhausted, you may refer the dispute to the following ADR process - the BVRLA conciliation service. Visit the BVRLA website via: www.bvrla.co.uk/advice/guidance/using-bvrlas-conciliation-service
- c. Where any dispute cannot be resolved through ADR, according to governing law and jurisdiction, the contract shall be governed and construed in accordance with Scots law.

18. Statutory rights

Your statutory rights are not affected.

19. Third party rights

- a. This agreement does not create any rights in favour of third parties under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or otherwise invoke any provision of this agreement.