

## 1. Bookings

Bookings should be placed via our Business Centre. To offer our customers full national coverage, you agree that vehicles may be delivered by Arnold Clark, or via one of our rental partners. We will provide our rental partners with your booking requirements to facilitate the booking. Acceptance of reservations will be subject to availability.

**Online:** Arnold Clark Autocentre using allocated username and password

**Email:** [central.reservations@arnoldclark.com](mailto:central.reservations@arnoldclark.com)

**Phone:** 0141 567 0561

## 2. Delivery and collection

Delivery and collection of vehicles can be arranged for Credit Accounts. (Please refer to Table of Charges). We endeavour to collect vehicles within 1-8 working hours, however the hirers liability for the vehicle remains until midday, the following working day after termination of the hire or until the car is collected, whichever is earliest.

## 3. Cancellation of hires

The Arnold Clark Business Centre must be notified of a cancellation at least 8 working hours before the start of the hire to avoid cancellation charges. (Please refer to Table of Charges.)

## 4. Extension of hires

Extensions of hires must be arranged prior to the time of termination stipulated at reservation stage. Failure to do so may result in additional charges. (Please refer to Table of Charges.)

## 5. Early Termination Fee

Hires booked for 28 days or greater, and return early, maybe subject to the full 28 day hire period cost.

## 6. Vehicle condition

All vehicles are subject to pre and post-rental inspection. Upon delivery and collection, the customer should inspect the vehicle and sign the rental vehicle condition form. Where vehicles are delivered and not signed for, you must not move the vehicle without self-inspection. Any damage not already noted on the rental vehicle condition form should be highlighted to the Business Centre. Outside normal office hours, please leave details on the telephone answer machine. If this procedure is not carried out, any damage will be deemed as the responsibility of the driver, including any additional valet charges required.

## 7. Fuel

Vehicles will be supplied with a full tank of fuel (less delivery mileage) and should be returned full. The customer is liable for the cost of the fuel until the vehicle is returned to the rental location. If the vehicle is not returned with a full tank, we will refuel the vehicle and recharge at the current average fuel price as per the Fleet News website. An administrative charge which will be shown on your rental invoice as a 're-fuelling surcharge' (RFS).

## 8. One-way hires

Pre booked One-way hires can be accommodated within our own location network (Please refer to Table of Charges). One-Way hires requested during and/or at the end of the hire or outside our network are subject to authorisation and possible additional recovery costs.

## 9. Overseas hires

We may permit cars and vans (Group A2 - C190 and on COI only) to be taken outside mainland UK with prior consent to the following countries: Northern Ireland / Republic of Ireland. Requests will be assessed on a case-by-case basis. Please note: an overseas surcharge would apply to the rental. The customer is responsible for arranging 5-star European breakdown cover. The cover must include repatriation back to the UK for the vehicle and passengers. VE103 forms are required for overseas travel and we would ask for two working days' notice to issue this document. An administration charge will apply. (Please refer to Table of Charges).

## 10. Weekend and bank holiday off-hire

When you have an off-hire rental during the weekend or on bank holidays, please make sure the keys and the vehicle are available for collection. If the vehicle isn't available when the branch attempts to collect it during branch business hours, we'll extend the rental until the keys and vehicle are both available.

## 11. Weekend and bank holiday vehicle collection

The majority of our rental branches are open on weekends and bank holidays for vehicle collection. Please visit [arnoldclarkrental.com](http://arnoldclarkrental.com) for more information on opening hours.

## 12. AdBlue

AdBlue top-ups are the responsibility of the hirer and cannot be recharged back to us. We will only accept the charge for an AdBlue tank refill during a manufacturer's routine service. We will not be responsible for any costs incurred due to failure to top up or if decanted into the petrol/diesel tank.

## 13. Breakdown and recovery

All of our vehicles are covered by the AA, RAC or a manufacturer recommended service. We also provide a 24-hour, 365-day emergency service, offering advice and guidance. Our normal emergency response time is 90 minutes. However, the timescales can vary depending on the time of day, day of year, distance and geographical location. The hirer will not pay for vehicle recovery, repair or replacement, unless the fault is as a result of an accident, misuse or negligence on the part of the hirer. The hirer will be notified in writing of any accident, recovery or repair charges considered to be their responsibility and will be charged on a separate invoice.

## 14. Payment terms

Our preferred method of payment is by variable Direct Debit and invoices must be settled within 30 days. For non-credit accounts, we need to see the payment card every 28 days if vehicles remain on hire beyond this period. Any invoice queries must be addressed within 30 days of the invoice date.

## 15. Rates

Rental Account rates will be reviewed annually but should we see an increase in costs beyond our reasonable control e.g. the price of raw materials, labour, utility costs and / or any changes in Government Legislation, we reserve the right to change our rate positioning at any time by giving a 28 days' notice.

## 16. Credit limit

Outstanding invoices and the value of reserved and current rentals contribute to the amount of credit used on an account. When the hirer's credit limit has been reached, the account will be suspended. Please ensure invoices are paid within the 30-day terms to keep your account active. Your account will be stopped if you fail to pay any outstanding balances on demand. We will ask you to return all vehicles on hire immediately if your account is stopped.

## 17. Fines / Penalties

The hirer is responsible for all parking fines, bus lane fines, congestion charges, road traffic offences and fines during the period of the hire. This is irrespective of whether the rental agreement has been signed by the driver or a representative of the hiring company. Any penalty administered by Arnold Clark on behalf of the hirer would incur an administration fee. Please see Table of Charges.

## 18. Tyres

The hirer has two options when it comes to damage to the vehicle's wheels or tyres. The hirer can replace or repair the wheel/tyre themselves. Or, Arnold Clark can repair or replace and charge the hirer at a pro-rata rate in line with the remaining legal tread depth. The hirer would be expected to pay for damage to tyres caused by continuously driving after a puncture. During the rental period, customers would be expected to change any damaged wheels themselves. However, assistance may be provided by contacting Arnold Clark's recovery service. Please see Table of Charges.

## 19. Late return

A grace period of 29 minutes is permitted at the end of an agreed rental period. Any vehicle not returned by this time will be charged at the daily rental rate every day (or part day) thereafter.

## 20. Mileage

Mileage for hires of 28 days or more – we require access to vehicles on a monthly basis to verify mileage. Mileage allowance and charges are detailed on your Table of Charges and excess mileage will be charged every 84 days; part months will be calculated on a pro-rata basis.

## 21. Customer services

Complaints should be directed to our Complaints Department at [complaints.rental@arnoldclark.com](mailto:complaints.rental@arnoldclark.com)

## 22. Dangerous goods

Our vehicle must not be used to carry any object or substance which, because of its condition or smell, may harm any persons, the vehicle, and/or delay our ability to hire the vehicle again. This includes hazardous materials or dangerous goods such as asbestos. If any of our vehicles are involved in such situations you will be charged the cost of any remedial work required to bring the vehicle into a safe manner of use.

23. Should the need arise, we can supply fully comprehensive TDW insurance for hired vehicles. The daily cost for insurance cover is detailed in the Table of Charges.

24. Any driver(s) in addition to the primary driver/hirer who also requires insurance cover for the hired vehicle can be added. No more than four (4) persons can be insured on a single rental.

25. Drivers must be between 23 and 75 years old and hold a valid and full driving licence for a minimum period of four years, or, one year if the driver is over 23 years of age.

26. Paper driving licences are no longer used in the UK. Therefore, UK driving licence holders need to use the DVLA's 'Share My Driving Licence' online service to validate their driving record before they can hire one of our vehicles. To create your one-time passcode, go to [gov.uk/view-driving-licence](https://gov.uk/view-driving-licence). You will be asked to submit your:

- Driving licence number
- National Insurance number
- Postcode

Once generated, your passcode will be valid for a maximum of 21 days. Drivers must send their passcode to us within this time along with a scan of their driving licence.

If you can't get a passcode online, you can contact the DVLA Customer Contact Centre on **0300 083 0013** (Monday–Friday, 8am–7pm, Saturday 8am–2pm).

We need a driver's DVLA passcode for every rental. To minimise inconvenience, we can add a driver's licence information the first time they use our insurance and check these details every three months. If a customer wants us to adopt this process, the customer must be liable for damages if a driver hires from us without a valid driving licence, or declines to inform us of endorsements or pending prosecutions which would negate insurance cover. To keep our records updated, we reserve the right to request driving licence details at more regular intervals. We may refuse further insurance cover if the licence has materially changed or cannot be produced.

27. All vehicles available from Arnold Clark Car & Van Rental can be hired under a regular car licence which shows the following vehicle category qualifications:

**B Cars and small vans** up to 3,500kg, carrying up to and including eight passengers.

**C1 Vans** between 3,500kg and 7,500kg.

**D1 Minibuses** carrying between eight and 16 passengers as well as the driver (up to 17 seats). The driver must be able to supply full details of any third party involved in any accident with a rental vehicle.

## 28. Arnold Clark Insurance does not cover:

- Theft of property inside the vehicle.
- The loss, damage or theft of keys.
- Consequential theft or damage to the vehicle.
- Damage to the vehicle caused by hitting low level objects such as bridges or low branches.
- Damage caused by failure to pay due care and attention to potential hazards on the road such as deep water or debris.
- Vehicles used for Hire and Reward.
- Vehicles used in competition. Vehicles used off-road.
- Vehicle misuse or abuse.
- Anything being towed by a vehicle or carried on a roof racks or ladder rack.
- Vehicles that have been modified in any way without the authority of Arnold Clark or our insurers.
- The driver of the vehicle's personal injury or loss of life. (Their own insurance would have to cover this.)
- Operational use by emergency services e.g. the police or fire brigade.
- Anyone that cannot provide a copy of a Section 19 Permit when hiring Minibuses.

## 29. Arnold Clark Insurance covers:

- Full repairs to the rental vehicle.
- Unlimited third party liability including passengers in hired vehicle.
- The theft of a rental vehicle and its accessories.

Please note the insurance cover would default if the necessary security precautions were not implemented. For example, the insurance would be invalid if the keys were left in the ignition.

## 30. Insurance excess

Every rental on Arnold Clark Insurance Services would be subject to an excess charge.

Every insurance claim is subject to an insurance excess charge. Therefore, if a rental vehicle is involved in more than one claim it will be liable for more than one insurance excess.

We reserve the right to review the insurance excess value or indeed remove the option to use our insurance. If the damage is minor and does not make the rental vehicle unusable or illegal, we may take the decision to estimate the repair and continue to use the vehicle until it is suitable for the repair to be carried out.

## 31. Additional drivers

A maximum of four drivers may drive the vehicle on Arnold Clark insurance, providing we have carried out driving licence checks prior to the rental. An administration charge will be made for any additional drivers. Please refer to the Table of Charges.

### 32. Insurance claims team

Arnold Clark Car & Van Rental has a dedicated Rental Claims team within Arnold Clark Insurance Services who deal with all insurance, accident and incident processing. Our Rental Claims team will be happy to deal with a specific contact nominated by the customer to resolve any queries, accidents or incidents quickly and efficiently. The team will also ensure that any contract procedures are strictly adhered to. All claims will be subject to an administration fee.<sup>33</sup>

#### Liability

The Customer will be responsible for the vehicle from the point the vehicle is signed for, or, in the event of an unattended delivery, from the time of delivery, during the initial duration of the rental and any subsequent extensions.

### 34. Off-hire insurance liability

The customer is liable for the vehicle until 12pm the following working day after termination of the hire, or until the car is collected (whichever is earliest). Arnold Clark's insurance cover is for the UK mainland only, unless we grant written permission prior to the rental. If Arnold Clark's insurance is being used, the vehicle must not be driven before or after the agreed hire period. The customer is expected to provide eight working hours paid parking when the vehicle is off-hired in a fee-affected parking area. The driver should park vehicles legally at the time of off-hiring and inform us if the vehicle is parked in a fee-affected parking area.

### 35. Diesel particulate filter

Many modern turbo diesel engines utilise technology on the exhaust system called a diesel particulate filter (DPF), which reduces the soot and harmful emissions from the engine. DPF units require the engine and exhaust to reach a suitable temperature to burn off the soot deposits collected during normal use. This temperature is usually reached while driving at open-road speeds for around 20 to 30 minutes. Driving continuously in urban conditions or short, stop-start journeys may prevent the DPF from carrying out this self-cleaning process, leading to the filter clogging and service action being required. A dashboard warning system will advise when driving suitably to clean the DPF is required and failure to do so may damage the DPF filter beyond repair. In such instances, we will not be responsible for any costs incurred due to failure of the DPF unit.