

Rental agreement terms and conditions

1. Definitions

- a. “**you**”, “**your**” and “**yours**” means the customer.
- b. “**we**”, “**us**”, and “**our**” means Arnold Clark.

2. 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.

3. Rental period

- a. You will have the vehicle for the rental period shown in the agreement. Your failure to return the vehicle on time is a breach of this agreement and charges will be levied based on the Arnold Clark rental tariff. We may report the vehicle as stolen to the police. Any insurance cover paid for will expire at the end of the agreed period. At our sole discretion, we may agree to extend this rental period if you contact us before the end of the original period and payment is paid in full in and in advance.

4. Your responsibilities

You are authorised to use the vehicle in accordance with these terms and conditions, which includes always using the vehicle in a responsible manner. If you do not comply with these conditions, you will be liable to us for any damages or reasonable expenses we suffer or incur because 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 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. You will cover all costs incurred to recover the vehicle.

- b. You must take all reasonable precautions to protect the vehicle against adverse weather.
- c. You will ensure the correct fuel is used. Failure to do so will result in you being liable for the full cost of recovery and repair. Our vehicles cannot run on biodiesel.
- d. You must check the bulbs and tyre pressures regularly and replace or top up as necessary.
- 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. With our permission, given at our sole discretion, you may be entitled to a refund for some or all of the cost on the production of a VAT receipt for the work. 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 no handbook available, you must contact the branch.
- k. You must make the vehicle available if we recall it.
- l. The vehicle must not be used off-road or on roads unsuitable for the vehicle.
- m. You must cease to use the vehicle and contact us immediately if the vehicle becomes damaged or suffers a mechanical failure of any kind.
- n. You will take all reasonable measures to 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.
- o. We may charge you a reasonable additional fee if our vehicle requires more than a standard clean to return it to pre-rental condition.
- p. You shall return the vehicle to the agreed rental office during opening hours. 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. This agreement and accompanying documents form 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. Arnold Clark's failure to enforce any term of this agreement does not amount to a waiver of our rights under this agreement.
- s. You cannot assign your rights and responsibilities under this agreement.

5. 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. If you are not renting the vehicle for business purposes, we are responsible for loss caused where the vehicle is not fit for purpose.

6. Conditions for using this vehicle

- a. The vehicle must only be driven by you. Any other person must be authorised by us to drive it and added to the agreement. We are not liable for loss or damage to any property or personal belongings left in or on the vehicle during or after the rental period.

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 your consciousness or reactions.
- f. You must not drive the vehicle outside UK mainland without our prior written consent.
- g. Use the vehicle when it is overloaded or when loads are not fully secured.
- h. Use the vehicle for towing unless we have given prior written permission.
- i. Modify the vehicle in any way without prior written permission.
- j. Use a commercial vehicle for a purpose that requires an operator's licence if you do not have one.
- k. Use the vehicle to carry any object or any substance, including hazardous substances, which may harm the vehicle and/or delay our ability to rent the vehicle again.
- l. Use the vehicle in contravention of any traffic laws or other regulations.
- m. Use the vehicle on any airside area of an airport for any aircraft-related purpose whatsoever.

7. Charges

You will pay the following charges, which include but are not limited to:

- a. The rental and any other relevant charges.
- b. Any charges incurred for breach of any of clauses 3, 4 and 6.
- c. An electric charging or refuelling charge, as applicable, if you fail to recharge or refuel the vehicle to its pre-rental level.
- d. All fines and court costs for parking, speeding, road traffic or other offences. You will be responsible to pay our reasonable administration charges arising from your failure to do so.
- e. Any charges arising from HM Revenue & Customs (or any public body) seizing the vehicle, together with a loss of use charge while we cannot rent out the vehicle, payable immediately.
- f. Interest for late payment, accruing daily at 5% per annum above the Bank of England base rate.
- g. VAT and all other taxes on any applicable charges. You are responsible for all charges, even if you have asked someone else to be. We are entitled to charge any credit, charge or debit card nominated at the time of the rental for any charges due under this agreement.

8. Our insurance

We are legally obligated to provide cover for any third-party personal injury or property damage. This insurance is included in the rental charge unless we agree your 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 for every incident that occurs during the rental period, including but not limited to loss of use charges where applicable.
- b. An excess waiver does not cover lost or damaged keys, or damage to the interior of the vehicle, putting the incorrect fuel into the AdBlue tank, or a missing EV cable. It does not cover damage to the vehicle caused by hitting low-level objects or flood damage. It does not cover costs if our vehicle requires to be recovered from an off-road location and there is no third party involved in the accident.
- c. In accidents involving a third party, where the total cost of repair to both vehicles is over the excess, we will take the full amount.
- d. If you have an incident, it must be reported to us immediately. We will pursue you for costs if you fail to do so.
- e. 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. You may only arrange insurance for the vehicle with our written agreement regarding cover, type, and chosen insurer. It must be fully comprehensive. 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, we may disclose your personal data to the prospective buyer.
- 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 transferred.
- c. To comply with any legal obligation (including but not limited to sharing defaulting customers' personal data with the DVLA and/or the BVRLA's RISC Database), or to enforce or apply our terms of use and other agreements.
- d. To protect the rights, property, or safety of the Arnold Clark Group, our customers, or others.
- e. We may contact a data cleansing organisation to ensure all data is accurate and up to date.
- f. To contact debt collectors to recover any funds outstanding on your account.
- g. Arnold Clark will not share your personal information with third parties without your consent, unless necessary to fulfill our obligations under this agreement. For more information, please see our privacy policy at www.arnoldclarkrental.com/privacy.

- h. Notwithstanding clause 10(g), Arnold Clark will share your personal data with the appropriate body in order to facilitate your payment of any private parking fines incurred during the rental period.
- i. You must remove all personal data from the vehicle before returning it to us, including data entered on on-board systems. We shall not be liable if the vehicle is hired or sold whilst containing your personal data.
- j. You may request a copy of the personal information the company holds about you. 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.
- k. 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. If your information is not pertinent to the completion of a contract, or required for any legal reason, it will be removed.
- l. If you are dissatisfied with our handling of your request, you can complain to the Information Commissioners Office.

11. Ending the agreement

- a. If you are a consumer, we will end this agreement immediately if your assets have been seized 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 have breached its terms
- c. If you are a company, we will end this agreement immediately if you go into liquidation, call a meeting with your creditors, have had assets seized until you pay your debts, or you breach the conditions of this agreement.
- d. Termination will not affect our right to receive any money we are owed under this agreement. We may claim reasonable costs from you if you do not meet the requirements of this agreement. We can repossess the vehicle and recover associated costs from you.

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

- a. If the contract between you and us is an off-premises contract, Regulation 28 (1)(h) applies to the contract and the right to cancel does not apply.

13. Entire agreement

- a. This agreement constitutes the whole agreement between you and us.

14. Invalidity

- a. If any of the terms and conditions are unenforceable, all other clauses remain in full force and effect. Clauses or sub-clauses may be severed to render the remaining part valid. Alternatively, the clause shall be rectified and interpreted in a way that closely resembles its original intended meaning.

15. Liability

No other person shall have any rights to enforce any of the terms of this agreement. If more than one person entered into this agreement, you are jointly and severally liable for all your obligations under this agreement, including payment.

16. Governing law and jurisdiction

This agreement shall be governed by the laws of Scotland.

17. Complaints handling procedure and ADR

- a. In the event of a complaint or dispute, please visit www.arnoldclarkrental.com for more information.
- b. If your complaint cannot be resolved, and our internal process has been exhausted, you may refer the dispute to the BVRLA Conciliation Service. For more information, visit: www.bvrla.co.uk/advice/guidance/using-bvrlasconciliation-service
- c. Where any dispute cannot be resolved through ADR, both parties submit to the exclusive jurisdiction of the laws of Scotland.

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.