

**WINNER VEHICLES
TERMS AND CONDITIONS OF RENTAL**

1. Your contract with us.

- 1.1 If you are a consumer, when you sign the front of this document you will have accepted the terms and conditions set out in this rental contract.
- 1.2 If you are a business, when you sign the front of this document or where our vehicle has been delivered and is used, you will have accepted the terms and conditions set out in this rental contract.
- 1.3 Please read these terms and conditions carefully. If there is anything you do not understand, do not agree with, or if anything you have been told appears to be inconsistent with this written contract please tell any member of our staff or the branch you intend to rent the vehicle from. It is important that you fully understand and accept this written contract, as it is our intention to rely on it.
- 1.4 If you are a business and, after having read these terms, you no longer wish to hire the vehicle from us, please inform our branch or authorised representative that you have dealt with immediately and make arrangements with them for the return/collection of the vehicle. By using the vehicle in any way, otherwise than to return it in accordance with our instructions, you will have been deemed to have accepted these terms, and the documents referred to in these terms, as forming a binding legal contract between us.
- 1.5. "You agree that we may elect, at our discretion, to pass your reservation of a vehicle to another business with whom we have a referral arrangement in place. You agree that, if we do so, we act as agent for that other business. This means that when we pass your reservation over to that other business:
 - (a) we will have no further obligation to you; and
 - (b) your agreement for the rental of the vehicle will be with the other company and not with us."

2. Rental period.

You will have the vehicle for the rental period shown on the front of this contract. We may agree to extend this rental period but the rental period under each extension may never be more than 28 days. The total rental period under this contract shall not in any circumstances exceed three months. If you do not bring the vehicle back on time you are breaking the conditions of this contract. We can charge you for every day or part day you have the vehicle after you should have returned it to us. Until we get the vehicle back we will charge you the daily rental rate indicated on the front of this contract.

3. Your responsibilities.

- 3.1 You must look after the vehicle and the keys to the vehicle at all times. You will be responsible for the vehicle whilst out of our possession. You must drive carefully. You must always lock the vehicle when you are not using it, and use any security device fitted to or supplied with the vehicle. You must always protect the vehicle against bad weather which can cause damage.
- 3.2 You must make sure that you use the correct fuel for the vehicle.

- 3.3 You are responsible for any damage to the vehicle caused by hitting overhead or overhanging objects or spanning constructions.
- 3.4 You are responsible for any damage to the vehicle caused by hitting low level objects.
- 3.5 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.
- 3.6 You must not let anyone work on the vehicle without our permission. If we do give you permission, we will only give you a refund if you have a valid receipt for the work. If we do not give you permission, we will collect the vehicle and carry out any necessary repairs.
- 3.7 You must let us know as soon as possible when you become aware of a fault in the vehicle.
- 3.8 You must bring the vehicle back to the branch you hired it from or any other branch we have agreed, during the opening hours displayed at that branch. One of our staff must see the vehicle to check its condition. If we have agreed that you may return the vehicle outside business hours or at any other agreed location, you will remain responsible for the vehicle and its condition until it is re-inspected by a member of staff. Before you return the vehicle you must check that you have not left any personal belongings or property in the vehicle.
- 3.9 If you are a business you must not exceed any mileage limitation advised by us, to you, during the period of the rental contract.
- 3.10 The vehicle must only be driven by an approved driver mentioned on the front of this contract.

4. Our responsibilities.

- 4.1 We will 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 by;-
 - 4.1.1 the vehicle not matching our description of it;
 - 4.1.2 the vehicle not being of the quality that you would be entitled to expect from a rental vehicle;
 - 4.1.3 the vehicle not being fit to drive;
 - 4.1.4 us not having the legal right to rent out the vehicle;
- 4.2 We are responsible if someone is injured or dies as a result of our act or our omission, or our negligence or our breach of this contract.
- 4.3 If you are a consumer, we are responsible for losses you suffer as a result of us breaking this contract, if the losses are a foreseeable consequence of us breaking the contract. Losses are foreseeable where they could be contemplated by you and us at the time the vehicle is rented.
- 4.4 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us (such as loss of profits or loss of opportunity).

4.5 If you are a business, we are not liable to you (whether in contract or tort (including without limitation negligence)) or otherwise responsible for any loss of profit, business contracts, revenues, anticipated savings nor for any indirect or consequential damage of any kind.

4.6 If you are a business, our liability to you (whether in contract or tort (including without limitation negligence)) shall be limited to the rental charge you are required to pay us under this contract (or the minimum the law requires, whichever is less).

5. Property.

5.1 If you are a consumer we are responsible for loss or damage to personal belongings or property left in the vehicle, but only if the loss or damage results from our act or our omission or our negligence or our breach of contract, otherwise we cannot accept such responsibility for any loss or damage to personal belongings or property left in the vehicle as we will not know the value or identity of any such personal belongings or property and cannot therefore take out insurance against its loss or damage. You may well feel it wise therefore to arrange to insure such personal belongings or property to their full replacement value.

5.2 If you are a business, we are not responsible for any loss or damage to property left in the vehicle (even if caused by our failure to exercise reasonable care). We cannot accept such responsibility as we will not know the value or identity of any such property and cannot therefore take out insurance against its loss or damage. Accordingly, you must agree to insure such property to its full replacement value.

6. Conditions for using the vehicle.

6.1 The vehicle must only be driven by an approved driver. Anyone driving the vehicle must have had a full and valid driving licence for at least 12 months.

6.2 You or any other approved driver must not;-

6.2.1 use the vehicle for any illegal purpose;

6.2.2 overload the vehicle;

6.2.3 use the vehicle whilst under the influence of alcohol or drugs;

6.2.4 use the vehicle if you may reasonably be considered to be unfit to drive a vehicle;

6.2.5 use the vehicle for racing, speedtesting or teaching someone to drive;

6.2.6 use the vehicle for carrying fare-paying passengers.

6.2.7 drive the vehicle outside England, Scotland, Wales and Northern Ireland, unless we have given you written permission;

6.2.8 drive a minibus (15 or 17 seats) outside England, Scotland, Wales and Northern Ireland

6.2.9 if the vehicle is a commercial vehicle, use it for a purpose for which you need an operator's licence if you do not have one.

7. Charges.

7.1 When we work out our charges, you will agree to pay us the following;-

7.1.1 the rental and any other charges we work out according to this contract;

- 7.1.2 the amount of any loss or damage resulting from you not keeping to your responsibilities set out in condition 3;
- 7.1.3 a refuelling charge if you return the vehicle with any less fuel than we supplied you with originally (all vehicles are supplied full at the start of the rental). Our per litre price for fuel is displayed at the branch you rented the vehicle from.
- 7.1.4 if you are a business, a mileage charge if you exceed any mileage limitation advised by us to you during the rental contract;
- 7.1.5 all fines and court costs for parking, traffic or other offences, including any costs which arise if the vehicle is clamped, and any civil penalty payable for the transport of illegal immigrants under immigration control legislation. You must pay the appropriate authority any fines and costs if and when the authority demands this payment. You will be responsible to pay our reasonable administration charges which arise when we deal with these matters.
- 7.1.6 if you are a business the full cost of repairing or replacing the vehicle, (if and when we demand it), if the vehicle is damaged in any way, lost or stolen (even if it is not your fault), or a claim is made by another party, depending on any insurance you have as referred to in condition 9;
- 7.1.7 the damage deposit amount noted on the front of this contract under the damage protection programme provided for your rental as referred to in conditions 7.2 and 8.4:
- 7.1.8 the full cost of cleaning the vehicle if it needs more than our standard cleaning when you return it;
- 7.1.9 if you are a business, a loss of income charge, if and when we demand it, if we cannot rent out the vehicle because it needs to be repaired, or if it can't be repaired or has been stolen and we are waiting for a replacement vehicle. We will always do everything we can to make sure the vehicle is repaired or replaced as soon as possible.
- 7.1.10 if you are a consumer, a loss of income charge if you breach the terms in section 8.4. The charge will be at the daily rental rate noted on your rental contract and we will not charge you more than 28 days;
- 7.1.11 any charges arising from any government body (such as Customs and Excise) seizing the vehicle, together with a loss-of-Income charge while we cannot rent out the vehicle, if and when We demand this payment;
- 7.1.12 if you are a business, any published rates for delivering and collecting the vehicle;
- 7.1.13 interest which we will add every day to any amount you do not pay us on time, at the rate of 4% a year above the base lending rate of Barclays Bank from time to time;
- 7.1.14 value added tax and all other taxes on any of the charges listed above, as appropriate.

7.1.15 a pre-legal action charge of £25 if our Solicitors have to write to you for any breach of your payment obligations;

7.1.16 in the event of legal action against you for any breach of your payment obligations, the charges under condition 7.1.15 will not apply and we will then charge you all costs allowed by the court, where an award is made in our favour.

7.2 If you are a consumer, and you wish to pay us in cash, we will ask you for the damage deposit amount shown on the front of this contract, before the start of the rental period. When your rental finishes, we will charge you the daily rental charges and for any fuel required. If the vehicle is returned undamaged and you have not caused damage to anybody else's property whilst renting our vehicle, we will give you a full refund of the damage deposit. When your rental finishes, if you have caused damage during your rental and we can establish that the cost is less than the damage deposit, we will only charge you the lesser amount. We will not charge you where the damage or loss was caused as a result of our act or our omission or our negligence or our breach of this contract.

If you are a consumer, and you pay us by credit or debit card we will ask for authority from the card issuing company for the damage deposit and the daily rental charges shown on the front of this contract, before the start of the rental period. When your rental finishes we will charge you the daily rental charge and for any fuel required. If the vehicle is returned undamaged and you have not caused damage to anybody else's property whilst renting our vehicle, the damage deposit will not be charged to your card. When your rental finishes, if you have caused damage during your rental and we can establish that the cost is less than the damage deposit, we will only charge you the lesser amount. We will not charge you where the damage or loss was caused as a result of our act or our omission or our negligence or our breach of this contract.

Please refer to the separate information given to you for full details of our Insurance and Damage Protection Programme.

7.3 If you are a business and we allow you to pay us on credit, payment will be due on the 25th day of the month after the date of issue of the invoice.

7.4 You are responsible to us for all charges even if you have asked someone else to be responsible for them.

8. Our Insurance and Damage Protection Programme.

8.1 The conditions of our Insurance and Damage Protection Programme will apply. We will give you separate information on the Insurance and Damage Protection Programme and any restrictions and exclusions which may apply including those set out in Section 8.4. By signing the front of this contract you are accepting the conditions of our Insurance and Damage Protection Programme.

8.2 We will provide cover for loss or damage to the vehicle but there are damage deposit amounts which you are personally responsible for. Depending on your age and the type of vehicle rented it is possible to pay an additional amount to lower the damage deposit amount. The damage deposit amount you have to pay is shown on the front of the rental contract.

8.3 We have a legal responsibility to have third party insurance. This provides cover for claims made against you for the death or injury of the other party in

an accident (unlimited liability). It also provides cover for damage to their property, (liability limited to £5,000,000 (five million pounds)). The hirer will be responsible for any costs in excess of this in respect of third party damage.

8.4 Under the Damage Protection Programme provided for your rental, we will not charge you the full cost for damage to, or for the loss or the theft of the vehicle. You are only responsible for the damage deposit amount noted on the front of this contract, and our reasonable administration fees, which arise when we deal with these matters. However you still have to pay an amount up to the damage deposit amount every time you damage the vehicle or any replacement vehicle and you still have to pay an amount up to the damage deposit amount if any replacement vehicle is lost or stolen. If you are involved in an accident which is somebody else's fault we will try and recover the cost of the repair to our vehicle from the other party, and if we are successful we will be able to refund all or part of your damage deposit at that time. However we can hold you fully responsible for all charges if the damage or theft has been caused by you or an approved driver when;-

8.4.1 the vehicle has been used for an illegal purpose;

8.4.2 the vehicle has been overloaded;

8.4.3 damage has been caused by hitting overhead or overhanging objects or spanning constructions;

8.4.4 damage has been caused by hitting low level objects;

8.4.5 the vehicle has been used for racing, speed testing or teaching someone to drive;

8.4.6 the vehicle has been used for carrying fare-paying passengers;

8.4.7 the vehicle has been used in a way that breaks other parts of this contract;

8.4.8 the vehicle has been used for a purpose for which you need an operator's licence if you do not have one;

8.4.9 the vehicle has been driven whilst the driver was under the influence of drink or drugs or could reasonably have been considered unfit to drive;

8.4.10 you have not taken all reasonable care of the rented vehicle when parking it or not making sure that it was properly locked;

8.4.11 you have used the wrong fuel for the vehicle.

Clauses 8.4.1 to 8.4.11 are excluded from our Zero Excess policy, and you will be charged accordingly for any costs that we incur as a result.

You will also be charged for the costs of any Call outs unless specifically relating to warranty issues.

9. **Your own insurance.**

If you are a business and it is noted on the front of this agreement that you may arrange your own insurance cover for the duration of the rental, you must prove to us that the insurance is valid and make sure the insurance is valid whilst the vehicle is out of our possession. If we have agreed that you may return the vehicle outside business hours or at any other agreed location,

your insurance must be valid until the vehicle is reinspected by a member of staff. We have to agree to the amount of Insurance cover you arrange, the type of policy and the insurer you have chosen. 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. You are financially responsible for settling the full claim and paying all costs if the vehicle is damaged, lost or stolen, or a claim is made by any other party.

10. What to do if you have an accident.

10.1 If you have an accident you must not admit responsibility. You should get the names and addresses of everyone involved, including witnesses. You should also;-

10.1.1 make the vehicle secure.;

10.1.2 tell the police without delay if anyone is injured or there is a disagreement over who is responsible;

10.1.3 call our nearest branch or representative without delay. You must then fill in our accident report form and send it to the branch shown over the page or send it to any of our branches

11. Personal Information.

We will hold and use your personal information and, where relevant, your company and employee information in order to perform this contract with you. From time to time we may make your personal information available to our group companies for business administration purposes.

We may also use such information to search the files of credit reference agencies who will record this search. This information will be used only to help make credit reference decisions or, occasionally, for fraud prevention or tracing debtors.

Signature of this contract acknowledges your explicit consent to have Your personal details including details of any criminal offences or alleged criminal offences transferred to the police and anyone injured by you whilst you were in a vehicle rented from Winner Vehicles.

Signature of this contract also acknowledges your explicit consent to have your personal details including details of any criminal offences or alleged criminal offences transferred to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collectors, insurance underwriters, and the British Vehicle Rental and Leasing Association (BVRLA), if you breach any of the conditions of this contract.

12. Ending the contract.

12.1 If you are consumer, we will end this contract straightaway if;-

12.1.1 we have reasonable grounds to think that you might be insolvent and we reasonably believe that you will not be able to pay your debts as they become due.

12.1.2 if you commit a serious breach of the conditions of this contract that relate to you as a consumer.

12.2 If you are a business , we will end this contract straightaway;-

12.2.1 if we have reasonable grounds to think you are insolvent, i.e. you go into liquidation or you call a meeting of your creditors;

12.2.2 it comes to our attention that any statement you made for obtaining insurance in respect of the vehicle was not true or accurate;

12.2.3 you do not meet any of the conditions of this contract.

12.3 If we end the contact it will not affect our right to receive any money we are owed under the conditions of this contract. We can also claim extra money from you if you do not meet any of the conditions of this contract. We can also repossess the vehicle but will not do so in a riotous manner or in a manner likely to cause a breach of the peace. If we repossess the vehicle you must pay any reasonable lost expenses and costs we suffer.

We will always do everything we can to make sure we keep any expenses and costs as low as possible.

13. Governing Law.

This contract is governed by the laws of the country in which it is signed. Any dispute may be settled in the courts of that country.

14. Contracts (Rights of Third Parties) 1999

Any person who is not party to this contract cannot enforce any of our responsibilities under this contract.