

**Vehicle  
must  
remain  
within  
the UK**

# Rental agreement terms and conditions

## 1. Your contract with us

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 to any agreements extending from it.

## 2. Rental period

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 advance. Failure to return the vehicle at the end of the agreement will result in charges being levied 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 and 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 including at all times to use 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 loss incurred by us or 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.

- 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 to or supplied with the vehicle. If the vehicle is left unlocked or the keys are left in it 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), including any costs incurred in recovering the vehicle.
- You must take all reasonable precautions to protect the vehicle against adverse weather which may cause damage.
- 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.
- You must check the bulbs and tyre pressures regularly.
- You must check the oil and other fluid levels regularly and refill as necessary.
- You must not smoke in the vehicle.
- You must not use the vehicle to carry more passengers than it is designed to carry.
- 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.
- You must not let anyone carry out maintenance or repair on the vehicle without our permission. If we do give you permission, we will only give you a refund on production of a VAT receipt for the work up to a value of £100. You must not represent yourself as an agent or servant of Arnold Clark.
- 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 for or the vehicle to be replaced. If no handbook is available in the vehicle, contact the branch for details. You must also 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 excess waiver. You are also responsible for any damage caused by failure to pay due care and attention to potential hazards. You must not use the vehicle or allow it to be used off road or on roads unsuitable for the vehicle.
- 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.
- You must, if possible, obtain the names and addresses of third parties involved in any accident, vandalism or damage to the vehicle, if possible obtain the names and addresses of any witnesses, and inform Arnold Clark, the police and insurers if applicable.
- 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 excess waiver.
- You must bring the vehicle back to the agreed rental office during the opening hours displayed at that 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.
- You acknowledge that you will be held responsible for any loss or damage to the vehicle, its documents, parts or accessories arising during the rental or any extension, and until the vehicle has been checked over by a member of the rental staff.
- You agree 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 in writing and signed by Arnold Clark.
- 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.
- 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

We are not liable for loss of or damage to any property or personal belongings left in or on the vehicle either during or after the period of 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 being rented and held for a minimum of 4 years. Authorised drivers must have a clean driving licence record although certain endorsements may be accepted with prior permission from our insurance company.

You or any other authorised driver must not:

- Use the vehicle for hire and reward.
- Use the vehicle for any illegal purpose.
- Use the vehicle for racing, pacemaking or testing the vehicle's reliability and speed.
- Use the vehicle while overtired, or under the influence of alcohol, drugs, medication or any other legal or illegal substance impairing their consciousness or ability to react.
- 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.
- Use the vehicle when it is overloaded or when loads are not properly secured.
- Use the vehicle for towing unless we have given prior written permission.
- Attach or load any rack to the outside of the vehicle e.g. bike rack, roof rack or ladder rack, without prior written permission.
- Modify the vehicle in any way without prior written permission.
- 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.
- 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.
- Use the vehicle in contravention of any traffic or other regulations.
- Use the vehicle on any airside area of an airport used for the take-off or landing of aircraft or for the movement, parking refuelling and servicing of aircraft including areas used by ground equipment without our express consent.

## 7. Charges

You will pay the following charges:

- The rental and any other charges we work out according to this agreement including excess mileage.
- Any charge for loss or damage resulting from you not keeping to conditions 3 or 6.
- Replacement costs for lost or damaged keys including vehicle recovery or recoding costs.
- A refuelling charge if you have used, and not replaced, the quantity of fuel that we supplied at the start of the original hire, and that of any other vehicles driven during the duration of the hire period.
- 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.
- 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 4). And the reasonable cost of replacing the vehicle if it is stolen as a direct result of you not keeping to conditions 3.
- A loss-of-use charge, when we demand it, if we cannot rent out the vehicle because it needs to be repaired, it is a write-off (can't be repaired) or it has been stolen and we are waiting 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.

- Any charges arising from HM Revenue and 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.
- Any published rates for delivering and collecting the vehicle.
- 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.
- 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 included in the rental charge unless we agree with you that your own insurance will cover the rental.

- We will provide cover for damage to the vehicle, however, you will still have to pay the agreed excess amount every time the vehicle is damaged.
- 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 or 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.
- 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 excess waiver.

## 9. Your insurance

If we agree, you may arrange your own insurance for the full duration of the rental as long as you can provide evidence that this insurance is valid for our vehicle for the full duration of the rental and have signed the agreement in the appropriate section. We have to agree to 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 party.

## 10. Data protection

You agree that we may use any information you have given us to carry out our own market research. If you break the agreement we can give this information to credit reference agencies, the Driver and Vehicle Licensing Agency (DVLA), debt collectors and any other relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), who can pass it on to any of its members for any purpose shown in the Data Protection Act 1998.

## 11. Ending the agreement

- If you are a consumer we will end this agreement straight away if we find out that your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you.
- We may end this agreement at any time if we believe you are in breach of this agreement.
- If you are a company, we will end this agreement straight away if you go into liquidation, you call a meeting of creditors, we find out that your goods have been taken away from you until you pay off your debts or you do not meet any of the conditions of this agreement.
- 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')

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 that the right to cancel contained in Part 3 of the Regulations does not apply to the contract.

## 13. Entire Agreement

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

## 14. Invalidity

If any part of these terms and conditions is 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/sub-clause or part of a clause/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/sub-clause as is permitted by law.

## 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

In the event of a complaint or dispute of any kind our complaints handling procedure which can be found on our website at [www.arnoldclarkrental.com](http://www.arnoldclarkrental.com) and is available from us on request.

Where your complaint cannot be resolved, once you have exhausted our internal process you may refer the dispute to the following ADR process:-

- The BVRLA Conciliation Service. Visit the BVRLA website via: <http://www.bvrla.co.uk/advice/guidance/using-bvrlas-conciliation-service>

Where any dispute cannot be resolved through ADR, as stated above under "Governing Law and Jurisdiction" the contract shall be governed by and construed in accordance with Scots Law.

## 18. Statutory Rights

Your statutory rights are not affected.

# How information about you will be used

- The Arnold Clark Automobiles Limited Group of companies (Arnold Clark) may use information provided by you now and in the future in a number of ways, for example: (i) to verify your identity and obtain information on your current vehicle; (ii) to help us decide whether to enter into a contract with you; (iii) to carry out our obligations arising from any contracts entered with you; (iv) to provide you with information on products and services; (v) to make lending decisions; (vi) for fraud prevention; (vii) for statistical analysis, market research and to understand your preferences. Details of the Arnold Clark Group of companies are available from our website at [ArnoldClark.com](http://ArnoldClark.com).
- If you apply to us for insurance we will pass your details to the insurer and/or product administrator. Information provided by you may be put onto a register of claims and shared with other insurers to prevent fraudulent claims.

You agree that we may use any information you have given us to carry out our own market research. If you break the agreement we can give this information to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collectors and any other relevant organisation. We can also give this information to the BVRLA who can pass it onto any of its members for any purpose stated in the Data Protection Act 1984. We'd like to send you information about our products and special offers in the future. Arnold Clark respects your privacy and will not share your personal data with any third parties. If you would prefer not to receive marketing correspondence from Arnold Clark please tick the option below:

No I do not wish to receive marketing correspondence from Arnold Clark

Yes please send me information about products and offers from Arnold Clark

Please tick the options below and let us know how you would like us to keep in touch with you:

Phone  Mail  Email  SMS