

## **GBG TERMS & CONDITIONS**

### **1. Rental Agreement**

Owner agrees to let, and the Renter agrees to take on the rental of the Vehicle described overleaf. Owner means the hire point listed overleaf. Owner warrants that the vehicle is roadworthy

### **2. Extension of Rental Period**

Owner may extend the period of rental at the request of the Renter. The renter will pay such additional deposit or deposits, as the Owner shall require. In the event of extension(s) the new date and time agreed for the return of the Vehicle shall then become the due back date save where the context otherwise admits. In no event shall the duration of the rental exceed three months in the aggregate.

### **3. Warranty by Renter and Additional Driver . Owner Rights**

a) Renter agrees to return Vehicle to Owner in same condition received, ordinary wear and tear accepted, on due date specified overleaf.

b) Renter agrees not to use Vehicle for hire or reward nor use it in violation of any law, ordinance or regulation, nor remove it (without prior written consent of owner) from England, Scotland, Wales, Northern Ireland or Southern Ireland,

c) Renter hereby warrants and undertakes to the Owner  
i) the accuracy of the information supplied to the Owner.

ii) that in the case of business rental this Agreement is entered by the Driver for and on behalf of the Renter:

iii) that he will not operate Vehicle or permit the Vehicle to be operated in any way that would violate this contract, including: Driving by any person under 24 or over 70: in motor sport events (including racing, pacemaking, rallying, reliability trials, and speed testing); to propel or tow any vehicle or trailer; by any person driving when unfit through drink or drugs or with blood alcohol concentration above the limit prescribed for the time being by road traffic legislation: by any other person other than the Renter or additional Driver shown overleaf; under authority of any licence other than his own; if renter or driver leaves the car unlocked or fails to secure the keys; other than on a paved public highway, private road or driveway; in a reckless or imprudent manner or if the car is deliberately damaged.

iv) that the licence shown to Owner at the time the car is rented is his own and fully valid.

vi) that he will further protect the interests of the Insurer and the Owner by ensuring the vehicle is always locked when unattended: and the keys are secure.

d) If renter commits any breach of this agreement, owner may treat the agreement as terminated and may seize, without legal process, or notice to Renter, Vehicle at any time and place and Renter waives all claims for damages connected with such a seizure.

e) Renter authorises Owner to verify through credit agencies, the Driver and Vehicle licensing Agency or any other sources, personal, driving and credit information provided by Renter and any additional drivers overleaf.

### **4. Payment**

**Renter expressly agrees to pay owner on demand:**

a) **DAMAGED CAUSED BY STRIKING OVER HEAD OBJECTS.**

The mileage charge at rate specified overleaf travelled by vehicle during rental.

b) Service and time charges at rate specified overleaf plus other charges, if applicable even if an account is forwarded to a third party.

c) Collision Damage Waiver (if any)' Theft Protection Insurance (if any), Personal Accident Insurance (if any), legal liability Insurance (if any) and miscellaneous charges at the rate specified overleaf.

## **TERMS AND CONDITIONS**

**Administration fees will apply for the following:**

**unpaid congestion charges, bus lane fines, penalty charge notice fines, and court costs for any other traffic or other legal violations assessed against the Vehicle, Renter another Driver or Owner until Vehicle is returned, except where caused through fault of Owner. Renter is liable as the owner of the vehicle in respect of: all fixed penalty offence committed in respect of that Vehicle under the Road Traffic Act 1988 and Road Traffic Offenders Act 1988.**

**Any excess parking charge which may be incurred in respect of that Vehicle in pursuance of an Order under Sections**

**45 and 46 of the Road Traffic Regulation**

**Act 1984 or the Road Traffic Act 1991.**

e) All parking charges, PCN etc, a recharge of £85+VAT will apply on any Non fault Breakdown

i.e. refuelling, tyres, punctures, Flat batteries. windscreens, etc:

charge currently operated by the Owner

f) Value Added Tax and all other taxes (if any) payable on the aforesaid items.

g) Owners costs, including reasonable legal fees where permitted by law, incurred collecting payment due from Renter hereunder.

h) Fair market value of repairing damage how so ever caused to the actual Vehicle supplied, administrative fees, plus loss of revenue at the daily rate shown overleaf based on Owner's loss of use of the Vehicle, diminishment of value, towing, storage, impound fees, regardless of fault or negligence of the Renter or any other person, and regardless of whether damages are a result of an act of God. Owner shall have the sale right and responsibility to repair the Vehicle. Damage should be reported in writing to the office where the car was rented as soon as possible and in any event within 24 hours after the Vehicle was damaged.

if in the event of theft, fair market value of replacing the Vehicle, administrative fees, plus loss of revenue at the daily rate shown overleaf based on the Owner's loss of use of the Vehicle, if Theft Protection Insurance is not purchased or does not apply. If Vehicle is stolen, it should be reported to the Owner immediately, and in any event within 24 hours after the Vehicle was stolen. It should also be reported to the Police immediately and a crime reference number should also be obtained immediately, regardless if Renter's own insurance or if Owner's insurance applies.

j) Drop fees if Vehicle is not returned to the original rental office (as indicated overleaf) without the written consent of the Owner.

k) Renter agrees to allow Owner to compute and debit final charges from Credit Card, if that is the form of payment used by Renter, shown overleaf. If Renter breaches this agreement, Renter agree to cease using Vehicle and to pay all expenses incurred by Owner in returning Vehicle to place of rental.

### **5. Renter's Own Insurance \***

If the Renter selected "own insurance" overleaf, Renter shall keep the Vehicle insured with insurers approved by the Owner on a comprehensive basis for a value which has been agreed in writing by the Owner to be a fair market value of the Vehicle against loss or damage by accident, fire and theft and against third party and passenger liabilities. In the case of loss or damage to the Vehicle, the Renter shall permit the Owner to make a claim thereunder in the name of the Renter and in such case reserves the right to claim full rental Charges until any necessary repairs have been completed.

Renter agrees to comply with the terms of Renter's own insurance policy.

Renter agrees that all the terms and conditions of this rental agreement hold regardless of whether Renter selects his own insurance or the insurance of the Owner.

### **. Owner's Insurance**

Save where condition 5 above applies and subject to the Renter's proposal for insurance being accepted by the Owner on behalf of the insurers, Renter is insured upon and subject to the terms and conditions of the policy of insurance held by the Owner in respect of the Vehicle and its use against liabilities to third parties including passengers who are non-fare paying and for whom there are permanently fixed seats. A copy of the policy shall be kept available for inspection by the Renter at the registered office of the Owner specified overleaf.

In respect of each incident resulting in damage to the vehicle, the Renter shall forthwith upon demand pay to the Owner the appropriate excess on such insurance towards or in settlement of the cost of making good any such damage on a full indemnity basis and the cost and expenses incurred by the Owner in proceeding to recover the same from the third party. In the event of the Owner receiving from the third party any part of the amount of such costs and provided the Renter shall have performed its Obligations hereunder the Owner shall repay to the Renter the like part of such excess. By declining the Collision Damage Waiver and Theft Protection Insurance overleaf, the Renter renders himself liable to and agrees to pay for the full cost of repair to or replacement of the Vehicle together with all other losses, costs, damage and expenses sustained or incurred by the Owner arising from such loss or damage occasioned during the rental including administrative costs and loss of rental income.

### **7. Collision Damage Waiver (CDW) Theft Protection Insurance (TPI)**

If Owner and Renter accepts CDW/TPI with Renters initials in the appropriate box overleaf, Renter agrees to pay Owner a maximum excess of the amount shown in the collision damage excess box overleaf and Owner agrees to relieve Renter of responsibility for damage and losses over the amount of the excess. Renter's excess can be waived by the purchase of excess protection. Any Breach of Contract Warranties will invalidate CDW/TPI purchased by Renter. CDW TPI does not relieve Renter of responsibility to Owner for the cost of replacement, loss of use or administrative costs due to lost or stolen keys.

### **8. Excess Protection (EP)**

If Owner offers and Renter accepts Excess Protection with renters' initials in the appropriate box overleaf, Owner agrees to relieve Renter of responsibility for the excess charge of the amount shown in the collision damage excess box overleaf which would otherwise be payable for damage and losses to the Vehicle.

### **9. Personal Accident Insurance (PAI)**

PAI is applicable if Owner offers and Renter accepts with Renter's initials in the appropriate box overleaf. PAI is not Third Party or Comprehensive Cover. Cover is limited to reimbursing Renter, Driver or Passengers of rental vehicle; cover is subject to the terms and conditions of Policy which may be inspected at Owner's registered address overleaf.

### **10. In case of accident**

The Renter shall in the event of an incident that results in damage to the Vehicle procure that:

a) The Renter's and/or Driver's insurers, if Renter has selected "own insurance", are forthwith notified thereof and that such notice is confirmed in writing to the office where the car is rented (as identified overleaf) immediately and in any event within 24 hours after the accident.

bi) the driver of the Vehicle completes and delivers to the Owner the relevant accident report within 24 hours after the accident.

di) No admission of liability is made to any person in relation to such accident.

ei) Any writ of summons, summons or other document relating to any proceeding arising out of such accident is forthwith delivered to the Owner at the address overleaf.

1) All assistance is rendered to the Owner and its insurers to the conduct of such proceedings including without prejudice to the generality of the foregoing permitting such proceedings to be brought by the Owner in the name of the Renter and defending any proceedings brought against the Renter.

g) The Renter shall forthwith upon demand fully and effectually indemnify the Owner against all losses, liabilities, costs, actions, claims or demands which it may incur or have brought or made against it in relation to the Vehicle or its use and which are not recoverable under a policy of insurance whether the same is affected by the Owner or Renter.

h) The names and addresses of all witnesses thereto are collected and given to the Owner.

For the purposes of the DATA PROTECTION ACT (5) 1984, the Owner or any subsidiary of the Owner may hold and process by computer or otherwise the information given to Owner by the Renter or any Additional Driver to identify other products or services which might be relevant and for statistical analysis.

### **12. Renters Indemnity Provision**

Upon demand from Owner, Renter agrees to defend, indemnify and hold Owner harmless from all/asses, liabilities, damages, injuries, claims, demands, costs and expenses incurred by Owner in any manner from this rental transaction or from the use or operation of the rental car by any party, including claims of or liabilities to third parties and agrees to present a claim to their insurance carrier for all such expenses. If Renter has no insurance to cover such events or losses, Renter agrees to pay Owner for such losses.

### **13. RENTER AUTHORISES OWNER TO SUBMIT FOR PAYMENT CREDIT CARD VOUCHERS**

IF A CREDIT CARD HAS BEEN PRESENTED AS A MEANS OF DEPOSIT OR SECURITY AT THE

TIME VEHICLE WAS RENTED, INCLUDING IF ANY THIRD PARTY TO WHOM A BILLING WAS DIRECTED REFUSES to MAKE PAYMENT.

14. All charges are subject to final audit.

15. This agreement is governed by and construed in accordance with the laws of England. All disputes arising out of or in connection with the agreement shall be subject to the exclusive jurisdiction of the English Courts.