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## VEHICLE RENTAL TERMS & CONDITIONS

### BACKGROUND:

These Terms and Conditions shall apply to the rental of all passenger cars and light commercial vehicles from Avondale Service Station Ltd, trading as Avondale Vehicle Hire, a Private Limited Company, registered in England under number 6341151, whose registered address is Avondale Service Station, Avondale Road, Cwmbran, Gwent. NP44 1TT and whose main trading address is Avondale Road, Cwmbran, Gwent. NP44 1TT ("the Company") by customers who are renting the Vehicle for personal and business purposes.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>"CD Offence"</b>	means a careless driving motoring offence;
<b>"Class"</b>	means the category into which the Vehicle falls as determined by the Company and set out in Clause 3 of these Terms and Conditions;
<b>"Customer"</b>	means the customer who is renting the Vehicle subject to these Terms and Conditions;
<b>"DD Offence"</b>	means a reckless or dangerous driving motoring offence;
<b>"DR Offence"</b>	means a drink or drug driving motoring offence;
<b>"Recovery Service"</b>	means the Company's chosen recovery service,
<b>"Rental"</b>	means the rental of the Vehicle by the Customer subject to these Terms and Conditions;
<b>"Rental Agreement"</b>	means the agreement entered into by the Customer and the Company incorporating these Terms and Conditions which shall govern the Rental of the Vehicle;
<b>"Rental Fees"</b>	means the sum payable by the Customer for the Rental as determined under Clause 6 of these Terms and Conditions;
<b>"UT Offence"</b>	means a theft or unauthorised taking motoring offence; and
<b>"Vehicle"</b>	means the vehicle falling into one of the Classes set out in Clause 3 which the Customer is renting for the duration of the Rental Agreement.

1.2 Unless the context otherwise requires, each reference in these Terms and

Conditions to:

- 1.2.1 "writing", and any similar expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
  - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
  - 1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
  - 1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
  - 1.2.5 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
  - 1.4 Words imparting the singular number shall include the plural and vice versa.
  - 1.5 References to any gender shall include the other gender.

## 2. Information About The Company

- 2.1 Avondale Service Station Ltd , trading as Avondale Vehicle Hire, a Private Limited Company, registered in England under number 6341151, whose registered address is Avondale Service Station, Avondale Road, Cwmbran, Gwent. NP44 1TT and whose main trading address is Avondale Road, Cwmbran, Gwent. NP44 1TT.
- 2.2 VAT number 886 1465 86

## 3. Vehicle Classes

Subject to the provisions of Clause 4, the Company offers the following Classes of Vehicle:

<b>Class</b>	<b>Vehicle Type</b>
Mini	Compact eg. Suzuki Alto
A	Supermini eg. Vauxhall Corsa
B	Midsized family eg. Vauxhall Astra
DNAV	Standard family eg. Vauxhall Insignia
ENAV	Standard Family Estate eg. Ford Mondeo
9 seat	Standard 9 seater eg. Ford Tourneo
MBUS	Large Minibus eg. Ford 17 seater Minibus
EV	Car derived van eg. Nissan NV200
SWB, TCSWB & TCLWB	Mid size van eg. Ford Custom
LWB	Long wheel base van eg. Ford Transit
LVTL	Large Van eg. Ford Luton Tail Lift

#### 4. **Driver Eligibility Requirements**

- 4.1 The Customer must be the holder of a full (as opposed to provisional) driving license, which has been held for at least 2 years at the commencement date of the Rental. In the case of UK driving licences the photocard licence or the old style paper licence must be produced before the Vehicle will be released to the Customer. Copies of licences will not be accepted.
- 4.2 The Customer must be at least 21 [and not more than 75] years of age to rent a Vehicle from the Company. Drivers under the age of 25 may only Rent Vehicles in Classes Mini and A.
- 4.3 For all drivers of cars between 21 and 24 years of age an additional insurance excess of £250.00 applies.
- 4.4 Customers with more than 8 penalty points on their driving licence will not be permitted to rent a Vehicle from the Company.
- 4.5 Customers who have been banned from driving for any period in the last 5 years will not be permitted to rent a Vehicle from the Company for a period of 5 years from the date of conviction.
- 4.6 The Customer must present one to two forms of identification (in addition to their driving licence) when collecting the Vehicle. At least one should include the Customer's home address. Acceptable forms include, but are not limited to, passports, bank statements and utility bills. These must be dated and received in the previous 3 months to the commencement of the hire. Documents printed from the internet are not acceptable.

#### 5. **Rental Term**

- 5.1 The Vehicle will be made available for collection by the Customer at the time, date and location shown in the Rental Agreement.
- 5.2 The agreed Rental term will be set out in the Rental Agreement. The Customer must return the Vehicle to the Company at the location shown in the Rental Agreement (which may or may not be the collection location) at the end of the Rental term.
- 5.3 If the Customer is late in returning the Vehicle by more than 30 minutes the Company shall charge the Customer for an additional day's rental at the normal daily rate for that Vehicle plus any additional relevant charges, surcharges or excesses. The Rental term will be extended by one day. The provisions of this sub-Clause 5.3 shall continue to apply daily until the Vehicle is returned.
- 5.4 If the Customer wishes to extend the Rental term they may do so at any time prior to the end of the Rental term. The Customer must contact the Company to arrange such an extension. Extensions may be made for up to 30 days subject always to the existence of prior reservations made by other customers. The Company shall use all reasonable endeavours to satisfy requests for extensions but cannot guarantee the availability of the Vehicle to the Customer beyond the end of the pre-existing Rental term.
- 5.5 The Company reserves the right to recall the Vehicle immediately at any time. In the event that the Company exercises this right the Customer will be reimbursed for any and all full days remaining in the Rental term or will be issued immediately with a replacement Vehicle of the same Class or of the closest Class thereto at no additional cost. If the replacement Vehicle is of a lower Class a discount will be offered. Availability of replacement Vehicles in

higher Classes will be subject to the eligibility requirements set out in Clause 3. If the Vehicle is not returned to the Company on request the Police will be notified of the theft of the vehicle. The Customer shall be charged for any costs associated with such recovery.

- 5.6 The Company is required by law to provide consumers with goods that are of satisfactory quality, and fit for purpose, and in accordance with descriptions, samples, models and other pre-contract information provided by the Company. If the Customer discovers any damage (pre-existing) or fault with the Vehicle during the Rental Term, the Customer should inform the Company as soon as is reasonably possible. Please also refer to Clause 8. The Company will use all reasonable endeavours to provide a suitable replacement or, if a repair is possible without causing the Customer any inconvenience, the Company will repair the Vehicle (or have it repaired). If the Company is unable to replace or repair the Vehicle (or have it repaired), or if the Customer would prefer to reject the damaged or faulty Vehicle, whether before or after a repair or replacement (if the replaced or repaired Vehicle is still damaged or faulty), the Company will offer the Customer a refund equal to the remaining, unused part of the Rental Term. Any refund due to the Customer will be made as soon as is reasonably possible, and in any event within 14 calendar days of the date on which the Company agrees that the Customer is entitled to a refund. Refunds will be made using the same payment method originally used by the Customer unless the Customer specifically requests a different method. For more information on the Customer's legal rights and remedies as a consumer, it is recommended that the Customer contacts their local Citizens Advice Bureau or Trading Standards Office.

## 6. Fees and Payment

- 6.1 The Rental Fees will be determined by reference to the length of the Rental term, the Class of the Vehicle, any relevant surcharges and any additional items, which may be included in the Rental.
- 6.2 Payment may be made by either credit or debit card. A security deposit of £120.00 (£150.00 for drivers aged between 21 to 24 years old) will be taken at the start of the Rental term which will be refunded to the Customer at the end of the Rental term provided no costs have been incurred during the Rental term under sub-Clauses 7.9, 8.2, 8.8 and 9.3. If such costs are incurred, they will be deducted from the security deposit.
- 6.3 The Customer's card will be charged at the start of the Rental term along with the deposit set out in sub-Clause 6.2.
- 6.4 If full payment cannot be made on the due date for any reason other than the fault of the Company or the failure of its systems the Customer shall be charged interest at the rate of 2% above the base rate of Lloyds Bank on the outstanding balance from the due date up to and including the actual date of payment.

## 7. Vehicle Usage

- 7.1 The Customer may only use the Vehicle for the normal purpose for which it is intended. In the case of a car that is the carrying of passengers (up to the maximum number permitted for that particular Vehicle as indicated to the Customer at the start of the Rental term) and associated luggage within the passenger compartment and luggage compartments of the car.

- 7.2 The Customer may not fit a roof rack, roof box or any other form of external carrier other than those approved and provided by the Company.
- 7.3 Towing is permitted only where the Vehicle has been fitted with a towbar. The Company will inform the Customer of the maximum towing weight for the Vehicle [and provide instruction on the correct usage of the towbar] at the time of collection.
- 7.4 The Vehicle must not, under any circumstances, be used for the transportation of inflammable, toxic, corrosive, radioactive, bio-hazardous or other dangerous goods or substances.
- 7.5 Subject to the prior approval of the Company, Customers are permitted to transport domestic pets in the Vehicle. The transportation of other animals is not permitted (save for those in trailers which are being towed as permitted under sub-Clause 7.3).
- 7.6 Use of the Vehicle on anything other than normal public roads (the definition of "normal public roads" includes private roads, drive ways, car parks etc.) is not permitted. This prohibition includes, but is not limited to:
  - 7.6.1 Off-road driving (this applies even where the Vehicle is a 4x4 or SUV which is capable of such activity);
  - 7.6.2 Participating in racing or other competitions of any kind; and
  - 7.6.3 Speed testing or time trials.
- 7.7 Further restrictions apply to the Customer's use of the Vehicle. The Customer may not:
  - 7.7.1 Use the Vehicle for any illegal purposes (including exceeding speed limits and other breaches of the Highway Code);
  - 7.7.2 Use the Vehicle whilst under the influence of alcohol or drugs;
  - 7.7.3 Use the Vehicle for the purposes of instructing learner drivers;
  - 7.7.4 Allow any driver that is not a party to the Rental Agreement to drive the Vehicle;
  - 7.7.5 Use the Vehicle for the carrying of passengers for financial gain; hire or reward and
  - 7.7.6 Sub-rent the Vehicle.
- 7.8 Unless otherwise agreed at the time of Rental, the Customer may only drive the Vehicle within the U.K..
- 7.9 The Vehicle will be supplied to the Customer with a full tank of either petrol or diesel, as appropriate. During the term of the Rental the Customer shall ensure that they use the correct fuel. The Vehicle must be returned to the Company with a full tank of fuel. Failure to do so will result in the Customer being charged for the required amount of fuel [and an excess of £10.00].
- 7.10 In the event that the Customer uses incorrect fuel in the Vehicle they must neither drive it nor attempt to remove the fuel. The Customer must contact the Company and the Company shall dispatch its Recovery Service to take the necessary action. The Customer will be charged at the full rate for any expenses incurred by the Company in this regard.
- 7.11 The Customer must always lock the Vehicle and activate any installed security systems when leaving it unattended, irrespective of the length of time for which it will be so left.

## 8. Vehicle Care and Maintenance

- 8.1 The Vehicle will be supplied in a clean and road-worthy condition having been fully valeted and subjected to a full mechanical inspection which includes topping up all necessary fluids and oil and checks on all tyres.
- 8.2 The Customer shall ensure that the Vehicle is returned to the Company in a similarly road-worthy condition. Whilst the Customer is not required to clean the Vehicle under normal circumstances, any spillages or stains inside the Vehicle which occur during the term of the Rental must be cleaned by the Customer **OR** will incur an additional charge. No replacement of fluids by the Customer is required, however the Customer may (but not must), if necessary, refill the screen wash reservoir with suitable pre-mixed or diluted screen wash.
- 8.3 If the tyres on the Vehicle become damaged during the term of the Rental for any reason other than normal wear and tear the Customer must replace, at their own expense, that / those tyre(s) with tyres of the same brand, type and dimensions. The Customer must inform the Company of any such replacements.
- 8.4 The Rental is inclusive of breakdown cover, which shall be provided by the Company's Recovery Service. The Customer will be provided with contact details for the Recovery Service at the time of collection. Under no circumstances should the Customer use any other recovery service.
- 8.5 If any mechanical failure occurs during the term of the Rental the Customer must immediately cease driving the Vehicle and contact the Company whereupon the Company shall dispatch its Recovery Service to take the necessary action. The Company will bear the expense of any remedial work required provided the damage or failure is not found to be the fault of the Customer and provided such remedial work is carried out by an authorised repairer.
- 8.6 The Customer should not attempt to make any repairs to the Vehicle. This includes, but is not limited to, mechanical repairs and bodywork repairs.
- 8.7 In the event of failure under sub-Clause 8.5 the Company shall have the option of repairing the Vehicle or making a replacement Vehicle available to the Customer. Please also see sub-Clause 5.6.
- 8.8 The Company shall ensure that the Vehicle is fully insured pursuant to Clause 9. If any damage occurs to the Vehicle for which an insurance claim cannot be made such as overhead damage, the Customer shall be deemed fully responsible.

## 9. Insurance

- 9.1 Standard insurance cover can be provided as part of the Rental. This cover includes the following provisions:
  - 9.1.1 Death or personal injury of or to a third party;
  - 9.1.2 Damage to the property of a third party ; and
  - 9.1.3 Theft of the Vehicle and damage inflicted upon the Vehicle during an attempted theft.
- 9.2 Insurance excess for hirers aged between 25 – 74 years is £500.00  
Insurance excess for hirers aged between 21 – 24 years is £750.00.  
Overhead damage is not covered (see sub-Clause 8.8 ) .

## 10. **Accidents and Theft**

- 10.1 In the event of an accident the Customer must not admit any fault or responsibility. The Customer should take the following steps:
  - 10.1.1 Make a detailed note of the names, addresses, telephone numbers and car registration numbers of any other parties involved in the accident – indicating also whether those parties are the owners of their respective vehicles;
  - 10.1.2 Make a detailed note of the names, addresses and telephone numbers of any witnesses;
  - 10.1.3 Contact the police in the event of any suspected injuries or any disputes over responsibility;
  - 10.1.4 Contact the rental office of the Company from which the Vehicle was collected and inform them of the accident, following any further instructions the Company may issue;
  - 10.1.5 Secure the Vehicle in a safe location, with police assistance if necessary.
- 10.2 If the Vehicle is stolen the Customer must firstly inform the police of the incident, providing all details requested. The customer must then inform the Company by contacting the rental office from which the Vehicle was collected, providing all details of the incident including information provided by the police including, where relevant, the crime reference number.

## 11. **Fines, Penalties, Tolls and other Charges**

- 11.1 In the event that a penalty charge notice, fine or similar penalty is issued which concerns the Vehicle during the Rental Period the Company will immediately inform the Customer and shall require them to pay the fine either to the Company or to the issuing authority as the case may be.
- 11.2 If the Customer receives any parking fines while the Vehicle is in their possession full payment of such fines must be made by the Customer directly to the relevant authority.
- 11.3 If the Customer takes the Vehicle on any toll road or other chargeable route, including but not limited to the London Congestion Charging Zone, the Customer shall be solely responsible for paying the requisite charges.

## 12. **Data Protection**

- 12.1 All personal information that the Company may collect (including, but not limited to, the Customer's name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and the Customer's rights under that Act.
- 12.2 The Company may use the Customer's personal information to:
  - 12.2.1 Provide its products and services to the Customer;
  - 12.2.2 Process the Customer's payments; and
  - 12.2.3 Inform the Customer of new products and services. The Customer may request that the Company stops sending such information at any time.
- 12.3 The Company has the right to pass on any personal information provided by

the Customer to relevant authorities including, but not limited to, the DVLA and the police. In the event that the Customer is in breach of these Terms and Conditions the Company may also pass on any such information to credit reference agencies and debt recovery agencies.

- 12.4 The Company will not pass on the Customer's personal information to any other third parties [without first obtaining the Customer's express permission].

### 13. Termination

- 13.1 Where the Customer is an individual, the Company shall be entitled to terminate the Rental Agreement in the event that:

13.1.1 the Customer is in breach of these Terms and Conditions;

13.1.2 the Customer has had their personal belongings confiscated in order to satisfy debts; or

13.1.3 the Customer has a receiving order made against them.

- 13.2 Where the Customer is a company, the Company shall be entitled to terminate the Rental Agreement in the event that:

13.2.1 the Customer is in breach of these Terms and Conditions;

13.2.2 the Customer goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.

- 13.3 In the event of termination for any of the above reasons:

13.3.1 all payments required under the Rental Agreement shall become due and immediately payable; and

13.3.2 the Company shall have the immediate right to request the immediate return of the Vehicle or repossess the Vehicle and may charge the Customer for any reasonable costs involved in such repossession.

### 14. The Company's Liability

- 14.1 The Company shall be responsible for any foreseeable loss or damage that the Customer may suffer only as a result of the Company's breach of these Terms and Conditions or as a result of the Company's negligence. Loss or damage is foreseeable only if it is an obvious consequence of the Company's breach or negligence or if it is contemplated by the Customer and the Company when the Rental Agreement is formed. The Company will not be responsible for any loss or damage that is not foreseeable.

- 14.2 In any event, The Company's total liability under these Terms and Conditions shall be limited to the value of the contract between the Company and the Customer, that is, the total Rental Fees payable by the Customer.

- 14.3 Nothing in these Terms and Conditions seeks to exclude or limit the Company's liability for death or personal injury caused by its negligence (including that of its employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

- 14.4 Nothing in these Terms and Conditions seeks to exclude or limit the Company's liability with respect to the Customer's rights as a consumer (where the Customer is not contracting in the capacity of a business). For more information on the Customer's legal rights and remedies as a consumer, it is recommended that the Customer contacts their local Citizens Advice

**15. Events Outside of the Company's Control (Force Majeure)**

The Company shall not be liable for any failure or delay in performing its obligations where that failure or delay results from any cause that is beyond its reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond the Company's reasonable control.

**16. Communication and Contact Details**

The Customer may contact the Company in person at the Company's branches, by telephone at 01633 483612, by email at [info@avondale-hire.co.uk](mailto:info@avondale-hire.co.uk), or by pre-paid post at Avondale Vehicle Hire, Avondale Road, Cwmbran, Gwent. NP44 1TT.

**17. Complaints and Feedback**

17.1 The Company always welcomes feedback from its customers and, whilst the Company always uses all reasonable endeavours to ensure that its customers' experience is a positive one, the Company nevertheless welcomes the opportunity to resolve any complaints.

17.2 All complaints are handled in accordance with the Company's complaints handling policy and procedure, available from Avondale Road, Cwmbran, Gwent. NP44 1TT.

17.3 If the Customer wishes to complain about any aspect of its dealings with the Company, including, but not limited to, these Terms and Conditions, the Rental Agreement, or the Vehicle, please contact the Company in one of the following ways:

17.3.1 In writing, addressed to The Manager, Avondale Vehicle Hire, Avondale Road, Cwmbran. Gwent. NP44 1TT

17.3.2 By email, addressed to The Manager – [info@avondale-hire.co.uk](mailto:info@avondale-hire.co.uk).

17.3.3 By contacting the Company by telephone on 01633 483612.

**18. Other Important Terms**

18.1 The Company may transfer (assign) its obligations and rights under these Terms and Conditions (and under the Rental Agreement, as applicable) to a third party (this may happen, for example, if the Company sells its business). If this occurs the Customer will be informed by the Company. The Customer's rights under these Terms and Conditions will not be affected and the Company's obligations under these Terms will be transferred to the third party who will remain bound by them.

18.2 The Customer may not transfer (assign) their obligations and rights under these Terms and Conditions (and under the Rental Agreement, as applicable) without the Company's express written permission.

18.3 The Rental Agreement is between the Customer and the Company. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and

Conditions.

- 18.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 18.5 No failure or delay by the Company in exercising any of its rights under these Terms and Conditions means that it has waived that right, and no waiver by the Company of a breach of any provision of these Terms and Conditions means that it will waive any subsequent breach of the same or any other provision.

19. **Governing Law and Jurisdiction**

- 19.1 These Terms and Conditions, the Rental Agreement, and the relationship between the Customer and the Company (whether contractual or otherwise) shall be governed by, and construed in accordance with English law.
- 19.2 Any dispute, controversy, proceedings or claim between the Customer and the Company relating to these Terms and Conditions, the Rental Agreement, or the relationship between the Customer and the Company (whether contractual or otherwise) shall, where the Customer is a consumer, be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by the Customer's residency or, where the Customer is acting in the course of business, the exclusive jurisdiction of the English Courts.