



AAA UK Transport Limited

93 High Road, East Finchley
N2 8AG, London, UK
+44(0)7782635329
info@aaauktransport.co.uk
www.aaauktransport.co.uk

Date:--20/04/2017---

This Rental Agreement is for the rental of a licensed Private Hire Vehicle to a licensed Private Hire Vehicle Driver.

This Rental Agreement is a legal and binding contract and Private Hire Vehicle Driver is responsible for payment of the rent and any charges for the entire agreed rental period.

This Rental Agreement is made on the date specified in the Schedule hereof ("The Schedule") between AAA UK Transport Limited ("the Owner") and the customer ("the Renter") who is a licensed Private Hire Vehicle Driver and whose name and address appear in the Schedule.

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A. RENTAL AGREEMENT –

The Owner and the Renter, agree as follows:

The Private Hire Vehicle:

The Owner hereby agrees to rent to the Renter a passenger vehicle licensed through Transport for London as a Private Hire Vehicle, identified as follows:

Make:

Model:

year:

Registration Number:

VIN:

Colour:

Mileage:

Hereinafter referred to as ("Vehicle").

The Scope of Use:

The Renter agrees to use the Vehicle only for personal or routine business use as a licensed Private Hire Vehicle Driver, and operate the Vehicle only on properly maintained roads and parking lots. The Renter will comply with all applicable laws relating to holding of licensure to operate the Vehicle, and pertaining to operation of motor vehicles. The Renter agrees not to sublease the Vehicle. The Renter agrees not take or permit the vehicle to be taken outside the UK mainland.

Date of this Agreement:

The Owner: Company Name:
 Registered Address:

Company Number:
Email:

Mobile:

The Renter:

Name:
Address:
Driving License Number:
Mobile:

Private Hire Vehicle Driver License Number:
National Insurance Number:

Email
Start Date:
Start Time:
End Date:

Rental Period:12..... Weeks

End Time:

Rent: Incl Comp Insurance
Return Location:

Deposit:
93 HIGH ROAD, EAST FINCHLEY, N2 8AG, LONDON



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Insurance Excess Liability: £500

Mileage Limit: calculated at 36000 miles per year or 3000 miles per month pro rata. Any mileage on the vehicle in excess of this limitation will be subject to an excess mileage surcharge per mile exceeded.

Vehicle Rental Rate: base rent of £ ...260-00... per week at rental period of weeks up to the Mileage Limit, and additional charge of £0.06 per mile beyond the Mileage Limit. Payment in advance, to clear by day before start day of each week by standing order to the Bank Account details below.

Refundable Security Deposit: £ ...£500-00....

Holding Deposit: £ 500-00. (If paid then only a remaining £ --XXX. will be requested to complete the £500 Security Deposit held)

(Deposit will be refunded in 10 working days after the car is returned)

First Payment: in advance, consisting of:

- 1) 1 Week's Rental payment of £ ...260-00...
- 2) Refundable Security Deposit of £ ...500-00.....

Made by electronic bank transfer to the Bank Account details below.

The Bank Account:

Bank:

Account Number:

Sort Code:

Refundable Security Deposit:

Renter will be required to provide a security deposit to the Owner in the amount of £ 500-00 ("Security Deposit") to be used in the event of loss or damage to the Vehicle during the period of this Rental Agreement. If the cost for repair or replacement of damage to the Vehicle exceeds the amount of the Security Deposit, the Renter will be responsible for payment to the Owner of the balance of this cost.



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AAA UK Transport Limited Services Assistance:

Accident Handling: Call 0345 092 0700 within 24 Hours of accident.

Maintenance, Servicing and Rental: Call Kashif Zaidi on 07782635329 or Email:

info@aaauktransport.co.uk

The Renter: Name:

Address:

Signature:

The Owner: Company Name:

Registered Address:

Company Number:

Mobile:

Email:

info@aaauktransport.co.uk

Authorised Signatory:

Position: Director

Signature:



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B. GENERAL TERMS AND CONDITIONS

DEFINITIONS AND GENERAL PRINCIPLES

"You" are "the Renter", who is the licensed Private Hire Vehicle Driver named in the Rental Agreement and who has signed the rental agreement, and entered into a binding contract, and who holds the entitlement to drive the vehicle.

"AAA UK Transport Limited" is "the Owner", who is AAA UK Transport Limited, a company registered in England and Wales, of Registered Address: 39 Breamar Avenue, Wood Green, London, N22 7BY, and Company Number: 10594692, named in the Rental Agreement.

"Vehicle" is the Private Hire Vehicle, identified in the Schedule that you have agreed to rent from AAA UK Transport Limited for the agreed duration as set out in the Rental Agreement. This includes all parts and accessories present within the Vehicle from the commencement of the rental period.

"Damage" is any damage occurring to the Vehicle (including glass, lights and mirrors), and any damage occurring to third party property where applicable.

"Rental Agreement" is the agreement signed by you when taking the Vehicle from us and to which these Terms and Conditions apply.

"Rental Period" means the period shown on the Rental Agreement which cannot be, or be capable of being, less than 12 weeks.

TERMS AND CONDITIONS OF RENTAL

These United Kingdom (UK) Terms and Conditions (herein referred to as the T&C's) apply to all UK rentals whereby the use of the vehicle commences in the UK only.

1. Preconditions:

The following conditions are mandatory and must be fulfilled in order for you to rent a vehicle. All conditions listed under this section are valid if no additional restrictions have been given. We reserve the right to ask for additional proof of identification where documents already produced are not deemed satisfactory, and retain the right to refuse the rental of our vehicles if we are not satisfied.

- 1.1 You must be in possession of a valid Private Hire Vehicle Driver License that is at least 1 years old.
- 1.2 You must be in possession of a full and valid DVLA, Northern Ireland, or other EEA state driving license that is at least three years old.
- 1.3 You must bring original proof of the following documents upon collection or delivery of the vehicle:
 - 1.3.1 Your valid Private Hire Vehicle Driver License issued by Transport for London.
 - 1.3.2 Your full and valid driving license (UK or EEA). For a UK driver named on the Rental Agreement, this is the plastic driver's card and valid code or printed DVLA endorsement record. A valid DVLA code or printed endorsement record must be provided at pick-up. The code can be obtained from the DVLA website (www.gov.uk/view-driving-licence). For the validity of the code, please refer to the DVLA guidelines. Renters under 23 years of age must have no endorsements on their license. Renters 23 years of age or above with 7 points or more on their license, may not qualify to rent a vehicle from us. Certain endorsements on your



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license, for example UT, will restrict your ability to rent a vehicle. Please note: Customers must not have any IN10 violations on their license. Furthermore there must not be more than 1 fault claim logged against them in a 2 year period before the rental start date.

1.3.3. In addition to a valid photo ID (passport, ID card, driving license), you need to provide us with a proof of address (e.g. utility bill, bank statement) which is not older than 3 months at pick-up.

1.3.4. Your National Insurance Number.

1.4. You must bring or transfer payment of the following as your first payment under the Rental Agreement prior to collection or delivery of the vehicle:

1.4.1. The Security Deposit of £500 either in cash or cleared funds to AAA UK Transport Limited Bank Account detailed in the Schedule, or a valid credit or debit card in your name. Credit cards accepted are: MasterCard and Visa. The only debit cards accepted are Visa Debit Cards which are issued in the UK. We do not accept non-UK debit cards, UK MasterCard debit cards, pre-paid debit cards or electronic debit cards (i.e. Visa Electron).

1.4.2. 1 week's Vehicle Rent, detailed in the Schedule, either in cash or cleared funds to AAA UK Transport Limited Bank Account detailed in the Schedule.

If a reservation has been made by you (see section 2), then the Holding Deposit paid will be deducted from your first payment.

1.5. You must be the only driver of the vehicle.

2. Reservation:

Reservations are only for a specific vehicle and secured with the payment of a Holding Deposit. A reservation withdraws the vehicle from the rental market until the start date of the Rental Agreement and is a promise to rent the vehicle to you as per the basic rental terms in the Rental Holding Deposit Receipt. It is understood, acknowledged, and agreed that if you fail to take rental of the vehicle as per those basic rental terms on the rental start date and time, then 100% of the Holding Deposit will be forfeited. In addition if the vehicle has not been picked up one hour after the reserved pick-up time on, AAA UK Transport Limited reserves the right to cancel the reservation and forfeit 100% of the Holding Deposit.

3. Your agreement with us:

3.1. You agree to these T&C's by signing the Rental Agreement. Where you have used the vehicle in any way, otherwise than to return it in accordance with our instructions, you will have been deemed to accept these Terms & Conditions as forming a binding legal contract between us.

3.2. It is your responsibility to ensure you meet the qualification criteria of AAA UK Transport Limited.

3.3. Please read these Terms & Conditions carefully. If there is anything you disagree with, do not understand or have been advised by an AAA UK Transport Limited employee that is inconsistent or contradicts the Terms & Conditions of this contract, then you should discuss this with a member of AAA UK Transport Limited staff. This agreement takes precedent over any verbal representation. It is important that you fully understand and accept this written contract, as it is our intention to rely on it.

4. Rental periodo:

4.1. The rental period shall commence and cease at the time and dates specified in the Schedule.

4.2. The minimum rental period for the vehicle is 12 weeks.



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4.3 Should you decide to terminate voluntarily the rental agreement before the minimum rental period of 12 weeks, you will be liable to pay an amount equivalent to 50% of the Security Deposit paid to AAA UK Transport Limited

4.4 You undertake to return the vehicle to AAA UK Transport Limited at the agreed Return location, date and time as indicated in the Rental Agreement.

4.5 You are responsible for the vehicle for the rental period shown on the Rental Agreement.

4.6 This rental period may be extended at your request. Should AAA UK Transport Limited agree to any extension we may require an additional deposit, in conjunction with the rental payments for the extended period.

4.7 If you wish to extend or renew a vehicle after the beyond the rental period of the original rental agreement, you must:-

- (a) Return the vehicle to the place and time agreed on the rental agreement - pay any outstanding amounts.
- (b) Sign a new rental agreement for a new rental period.

You will be offered the opportunity to extend or renew the rental by AAA UK Transport Limited during the rental period if and only if AAA UK Transport Limited wishes to renew or extend the Rental Agreement.

4.8 If you do not bring the vehicle back at the agreed time and date, this will be deemed as a breach of the rental agreement and will be treated as such.

4.9 Where you have failed to return the vehicle, we reserve the right to charge you for each day (whether in part or full). In these circumstances, the rate we will charge you will be the daily equivalent of the vehicle rental rate detailed in the Schedule of the Rental Agreement.

4.10 If the vehicle is returned to a location other than the Return Location set out in the Schedule of the Rental Agreement then you will be liable for any reasonable costs to repatriate the vehicle.

4.11 Where there has been a breach, or suspected breach, of our T&C's or you owe outstanding monies and AAA UK Transport Limited asks you to return the vehicle, you must do so immediately. In the event that the vehicle is not delivered to AAA UK Transport Limited upon our request, you hereby authorize AAA UK Transport Limited to repossess our vehicle. You will be liable for any costs incurred whilst we carry out such repossession. AAA UK Transport Limited may repossess the vehicle without notice or liability where AAA UK Transport Limited deems that such repossession is necessary for the protection of our assets. Where necessary we may apply to the Court for an order requiring you to return the vehicle and/or pay us the vehicle's market value. If we have to take such steps, you must pay all our reasonable costs, including legal and professional costs, charges and fees.

4.12 The end of your Rental Agreement is defined by the return of the vehicle and its keys to a member of AAA UK Transport Limited staff at the Return Location, or handing over the keys to an identified AAA UK Transport Limited employee on collection at your premises. The rental agreement will not end until the vehicle has been inspected and checked. This will involve the cleaning of dirty vehicles returned in order for us to carry out a comprehensive inspection of the vehicle. We recommend that you thoroughly check the vehicle upon return and inform us of any damage or issues you find. Where possible, an AAA UK Transport Limited employee will also check the vehicle over with you. The keys must be given to an AAA UK Transport Limited employee and under no circumstances should you give the keys to any person present at the AAA UK Transport Limited location who you assume or who unreasonably purports to be an AAA UK Transport Limited employee. Please note: You will remain liable for any damage caused to the vehicle until an AAA UK Transport Limited employee takes possession of the keys and vehicle and any outstanding assets. If possible, we advise that you check the vehicle thoroughly and take pictures to confirm the condition in which the vehicle has been left. The vehicle will be inspected within 6 hours of AAA UK Transport Limited opening hour of 9 am. This is to ensure we have time to thoroughly inspect the vehicle and identify any damage. The returning of vehicles outside of normal working hours must be prearranged with and agreed by AAA UK Transport Limited. If the vehicle is returned without its accessories, keys or key remote, you will be invoiced for the cost of the replacement, as well as any loss of rental days incurred as a result of this.



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4.13. Under no circumstances will AAA UK Transport Limited accept any liability for items that may have been left in the vehicle at the end of the rental.

4.14. If you decide to return the vehicle early you will not be entitled to the return of any unused prepaid rental payments and charges.

5. Your responsibilities:

You must inspect the vehicle and accessories for any pre-existing damage before driving the vehicle. If there is any, please tell us before you enter into the agreement. Where pre-existing damage to the vehicle and accessories cannot be checked in advance you must notify any such damage to us prior to driving the vehicle by calling or emailing us as detailed in the AAA UK Transport Limited Assistance section of the Schedule in the Rental agreement. You will be responsible for the vehicle during the entirety of your rental period, whilst out of our possession. If any of the following conditions are not adhered we reserve the right to charge for the full costs incurred. The following is not covered by your fully comprehensive insurance.

5.1. You must not:

- 5.1.1. Use the vehicle for any illegal purpose.
- 5.1.2. Overload the vehicle.
- 5.1.3. Use the vehicle whilst under the influence of alcohol, drugs, and medications.
- 5.1.4. Use the vehicle if you may reasonably be considered to be unfit to drive it.
- 5.1.5. Use the vehicle for racing, speed testing or teaching someone to drive.
- 5.1.6. Drive the vehicle outside the UK Mainland.
- 5.1.7. Carry more passengers than the vehicle is legally allowed to carry.
- 5.18. Not hold yourself out to be the agent or servant of AAA UK Transport Limited for any purpose.

5.2. You must look after the vehicle, the vehicle's keys and accessories at all times. This includes taking all security precautions and safety measures:

- 5.2.1. You must always lock the vehicle when you are not using it and use any security device fitted to or supplied with the vehicle.
- 5.2.2. You must park the vehicle in a reasonable, secure place when not in use and with due care. You shall be liable as if you were the Owner of the vehicle in respect of any financial penalty or charge which may be demanded by any person, corporation or authority as a result of the Vehicle having been parked or left upon land which is not a public road.
- 5.2.3. You must ensure when leaving the vehicle you take the keys with you at all times for security purposes.

5.3 You must always protect the vehicle against foreseeable bad weather, which is likely to cause damage to the vehicle.

5.4 You must not allow the vehicle to be used for pushing or towing another vehicle, or exceeding the authorized load weight.

5.5 You must not transport any flammable or dangerous goods, as well as toxic, corrosive, radioactive, or other harmful substances, that is illegal or will be a risk to the vehicle or the passengers.



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5.6 You must not use the vehicle to transport any items that have a smell, odour or due to the nature of its condition, has the likelihood to affect or harm the vehicle, in a way that might cause AAA UK Transport Limited to lose time or money, in preparing the vehicle back to its original state.

5.7 You must not drive or use the vehicle on road surfaces that could put the vehicle's wheels, tires or undercarriage at risk of repair.

5.8 You must make sure that you use the correct fuel for the vehicle and to maintain all essential every day fluid levels and tyre pressures. The daily checking of the oil, water and tyre pressures are the responsibility of the Renter and will be responsible for any accident, breakdown or damage resulting from failure to keep levels to an optimum level. If you put the wrong fuel in the vehicle, then do not under any circumstance drive the vehicle off the forecourt following the mis-fuel.

5.9 You are responsible for any costs incurred if you attempt to manoeuvre a vehicle through a space what is not large enough.

5.10 You are responsible for any costs incurred to the vehicle caused by hitting high-level objects. This includes damage caused by unsecured loads or hitting an overhead, overhanging objects or spanning constructions.

5.11 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.

5.12 The Vehicle must not be driven as soon as mechanical, electrical or structural failure in the Vehicle occurs. You must let us know as soon as possible when you become aware of a fault or any damage with the vehicle.

5.13 You must bring the vehicle back to the original Return Location, or to an alternative location with prior authorization from AAA UK Transport Limited. You will remain responsible for the vehicle and its condition until an AAA UK Transport Limited employee takes possession of the keys and the vehicle. Upon return, the vehicle will be inspected by an AAA UK Transport Limited employee and its condition checked. You must tell us of any faults or damage to the vehicle that may have incurred during the period in which the vehicle has been in your possession.

5.14 You are responsible for any costs incurred for damage caused to the undercarriage.

5.15 You must not exceed any mileage limitations advised by us, to you, during the period of the rental agreement; otherwise a surcharge will be applicable detailed in the Schedule.

5.16 You must ensure at all times that only you as the driver named on the Rental Agreement drives the vehicle.

5.17 You are responsible for all damage caused to the tyres on the vehicle. Damage may be caused by driver error, fault or otherwise, including blow-outs, punctures, flat tyres, and tears in the rubber. Please ensure you inspect the tyres prior to the commencement of your rental.

In the event of a tyre becoming damaged you will be liable for the cost of the repair or the replacement of the tyre (which will be replaced in-line with the manufacturer's specifications). Our charges will include the cost of the call-out by our breakdown company up to the maximum value of your excess if breakdown cover is included, plus our standard administration fee for dealing with the incident. This is subject to adhering to all the terms and conditions.

Where possible it should be repaired or replaced as appropriate and paid for by the Renter at the time. The Renter should contact us to seek instructions before carrying out the repair.

We supply our vehicles as they were provided by the manufacturer. A spare tyre and equipment to change the tyre does not come as standard in all vehicles. If a spare tyre is available in the vehicle, we cannot be



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held responsible for any loss, injury or damage caused by replacing this. Call AAA UK Transport Limited Assistance number in the Schedule to assist you if tyres do become damaged. If you do replace the tyre and this is not to the manufacturer's specifications, we reserve the right to replace the tyre with one that does conform to the manufacturers' specifications, and charge you up to the maximum value of your excess plus our standard administration fee. It is your responsibility to inform us if you have replaced a tyre upon the return of the vehicle to our Return Location.

5.18. You are responsible for all damage to glass on the vehicle, unless covered under your fully comprehensive insurance. This includes chips and cracks, whether caused by driver error or otherwise. This includes stone chips, cracks, and breakage of glass in either front or rear windscreen, passenger (near-side) or driver-side (off-side) windows and all mirrors. If possible, please ensure you inspect the glass prior to the commencement of your hire for any damage. In the event of glass or mirrors becoming damaged you will be liable for the cost of the replacement of the glass (which will be replaced in-line with the manufacturers' specifications). We may also include the cost of the call out and labor costs, up to and including the maximum value of your excess plus our standard administration fee for dealing with the incident. This is subject to adhering to all the terms and conditions.

It is your responsibility to inform us if you have replaced a glass on the vehicle upon the return of the vehicle to Our Return Location.

Where possible it should be repaired or replaced as appropriate and paid for by the Renter at the time. The Renter should contact us to seek instructions before carrying out the repair.

5.19 You must ensure that only you drive the vehicle. You and any other approved driver must not be under the influence of alcohol, hallucinatory drugs, narcotics, barbiturates, other illegal drugs or any other substance that may impair driving ability.

5.20 You will not sell, rent or dispose of the vehicle or any of its parts or accessories.

5.21 Subject to any fair wear and tear to the vehicle you will return the vehicle to us in the same condition it was in at the start of the rental period.

5.22 You must ensure that any property secured to or being carried on a roof rack of any rental vehicle which has a permanently fitted manufacturers roof rack shall be properly and safely secured. The Renter shall be liable for all loss and damage caused to the Vehicle and/ or any third party property or personal injury resulting from a failure to secure property being carried on such roof rack. Please note: AAA UK Transport Limited absolutely prohibits the fitting by the Renter of any roof rack to a rental vehicle. Only permanently fitted racks may be used.

5.23. You must inform AAA UK Transport Limited immediately of any loss or damage to, or fault developing in, or service due on, the Vehicle.

5.24. You must permit AAA UK Transport Limited to carry out on demand all essential repairs, maintenance and servicing.

5.25. You must permit AAA UK Transport Limited to MOT the Vehicle if and when an MOT is required by Law or a Private Hire Licensing Authority and to this end will attend any MOT appointments with the Vehicle at a location specified by AAA UK Transport Limited

5.26. You must permit AAA UK Transport Limited to keep the Vehicle licensed as a Private Hire Vehicle and so permit the Rental Vehicle to attend all inspections by Transport for London, the Private Hire Vehicle Licensing Authority.

5.27. You must allow AAA UK Transport Limited to check and approve the mileage and condition of the Rental Vehicle at the start of each and every extension of the rental.

5.28. You are liable as if you were the Owner of the vehicle in respect of all congestion charges including bus lane charges/ penalties incurred as a result of your use of the Vehicle.



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5.29. You agree to compensate AAA UK Transport Limited for all losses sustained as a result of breach by the Renter of the insurance policy conditions which apply to the Vehicle at the time of rental.

5.30. You agree to compensate AAA UK Transport Limited for the reasonable cost of repairing any damage to the Vehicle which was not noted at the start of the agreement, whether the you were at fault or not. The Renter will also be responsible for paying the reasonable cost of replacing the Vehicle if it is stolen or written off, depending on any insurance the Renter has if and when we demand this payment.

5.31. You agree to indemnify, defend, and hold harmless AAA UK Transport Limited for any loss, damage, or legal actions against AAA UK Transport Limited as a result of Renter's operation or use of the Vehicle during the period of this Rental Agreement. This includes any legal fees necessarily incurred for these purposes.

5.32. You must return the vehicle, its accessories and tyres :-

5.32.1. On the date and at the time specified herein, or sooner if demanded by the Owner

5.32.2. To the place agreed and during the opening hours displayed at that place. If AAA UK Transport Limited has agreed in writing that the Renter may return the vehicle outside business hours, the Renter will remain responsible for the vehicle and its condition until it is inspected by the AAA UK Transport Limited

5.32.3. In the condition prevailing at the start of rental, fair wear and tear excepted.

5.32.4. In a clean and tidy condition, traffic grime accepted.

5.32.5. It is a strict condition that no extension of the rental originally funded by credit card will be granted by the Owner until further authorization of payment is granted by the credit card company.

5.32.6. If AAA UK Transport Limited want the vehicle returned on or after the Mileage Limit of 40,000 Miles has been reached. If this is during a rental period then a replacement car will be offered to the Renter or the Rental Agreement may be terminated.

5.33. **You must call the Accident Handling number within 24 hours of the accident. (+44) 0345 092 0700.** Failure to do so means you will be liable for any charges from the Insurance company.

6. Maintenance / Mechanical Problems

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 VAT receipt for the work. If we do not give you permission, we will collect the vehicle and carry out any necessary repairs. You are responsible for carrying out any usual maintenance checks (e.g. engine oil / fluid levels, tyre tread, air pressure etc.) that would be expected of any vehicle owner. You must respect the maintenance cycle of the vehicle. You must stop the vehicle if any of the instrument panel warning lights (which are intended to indicate the existence of a mechanical problem) light up or if you become aware of anything else, which may indicate the presence of a mechanical problem within the vehicle. If the odometer has stopped functioning for any reason other than a mechanical failure, you will be required to pay a distance charge.

7. Breakdown Assistance, Accident and Repair:

7.1 For the duration of the rental, as agreed with AAA UK Transport Limited, you will receive Breakdown Assistance. If the attendance is the result of an incident for which you are responsible under our Terms and Conditions, or in the event that a breakdown is caused by negligence or Renter fault then charges may apply. Renter fault would be classed as events that would be considered reasonably avoidable, such as a flat battery due to lights being left on, loss of keys or the incorrect fuel being put in a vehicle. The charge will include the cost

to replace the damaged item, callout, labour costs, recovery fees and any other costs associated plus our standard administration fee. (Please refer to section 5 and 12 for details).

7.2 AAA UK Transport Limited Assistance: In the case of a breakdown, please call the mobile number in the AAA UK Transport Limited Assistance section of the Schedule of your Rental Agreement for assistance.



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Assistance will be provided at the point of contact. This may be subject to subsequent fees when Goldwing Services receive the details from our breakdown management company, this is based on the nature of the breakdown in line with our Terms and Conditions. We may provide a replacement vehicle if needed, subject to availability and circumstances.

7.3 If you do not contact the AAA UK Transport Limited Assistance and you initiate steps to recover the vehicle without the prior consent of AAA UK Transport Limited, you will be unable to claim for the reimbursement of such expenses. Neither you nor anyone else is allowed to work on the vehicle without express consent. If consent is given we will only refund you for the work upon receipt of a valid and lawful invoice as set out in clause 6. **In the event of a breakdown you must call AAA UK Transport Limited Assistance within a 12-hour period from the time of the incident.** If you do not do so, or you continue to use the vehicle, you are responsible for any damage caused to the vehicle, all relevant charges and administration fees for each breakdown.

7.4 If you have an accident/incident you must

- a) Not admit or accept liability.
- b) Exchange names, addresses and phone numbers with everyone involved.
- c) Exchange registration numbers & make/model of all vehicles involved.
- d) Take pictures, where possible, of the vehicles, the registration number of the vehicles and any passengers.
- e) If safe to do so also try to take pictures of the accident scene.
- f) If there are any witnesses get their names, mobile number and their address.
- g) If any party is injured, notify the police at the scene of the accident.
- h) Notify us of all of the details of (a) to (g)
- i) Make the vehicle secure and tell the police straight away the road is blocked or if any property has been damaged;
- j) **Call 0345 092 0700 OR Text "CLAIM" to 83118 within 24 hours of an accident.** Then call the

mobile number on in the AAA UK Transport Limited Assistance section of the Schedule of your Rental Agreement for further assistance. In the case of an accident with a Third Party, you need to contact our Assistance lines within 24 hours of the accident. In the event of confiscation or impounding of the vehicle by third parties, you must inform AAA UK Transport Limited immediately in writing at info@aaauktransport.co.uk. AAA UK Transport Limited will then be entitled to take all measures, which it deems necessary to protect its rights. You will be liable for all damage, cost or expenses associated with the above measures and for any direct, indirect, or consequential damages (such as loss) to the vehicle unless it is demonstrated that AAA UK Transport Limited is directly responsible for such confiscation or impounding of the vehicle. Furthermore, the Rental Agreement may be automatically terminated as soon as AAA UK Transport Limited is informed of such action by the legal authorities or by you.

In the event of theft of the vehicle, the Rental Agreement will be terminated as soon as AAA UK Transport Limited has received a copy of the theft declaration made by you to the police authorities. Furthermore, AAA UK Transport Limited will have no responsibility for loss, theft, robbery, or damage of whatever nature relating to objects transported or which are left in the vehicle including, in particular, baggage, tools or other goods.

8. Our Responsibilities:

8.1. We have licensed the vehicle so it is suitable to rent as a Private Hire Vehicle through Transport for London. We will MOT the Rental Vehicle when required by Law or the relevant Private Hire Vehicle Licensing Authority.

8.2. We have taxed the vehicle so it can be legally driven on the road.

8.3. We will service the Rental Vehicle every 10,000 miles.

8.4. We have insured you to drive the vehicle with fully comprehensive insurance during the rental period of the Rental Agreement.



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- 8.5. We have maintained the vehicle to at least the manufacturers' recommended standard. The vehicle is roadworthy and suitable for you to use at the start of the rental period.
- 8.6. We will rectify, substitute or terminate the rental of any Vehicle which has a major breakdown.
- 8.7. We will arrange and/or carry out any required mechanical repairs when necessary.
- 8.8. We will provide full assistance to minimize inconvenience to the Renter in the event of a vehicle breakdown.
- 8.9. We can be responsible for any direct and foreseeable reasonable loss as a result of our breaching this agreement.
- 8.10. We will not be responsible for any indirect or unforeseeable consequential loss, as a result of us breaching this agreement.
- 8.11. We shall not be liable for direct or indirect losses arising as a result of the loss or damage to the vehicle including any loss of earnings, loss of profits or loss of opportunity sustained by the Renter.
- 8.12. If you are a business, we are not liable to you or your business (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 unforeseeable consequential damage of any kind.
- 8.13. 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.

9. Property:

We are not responsible for any property placed in the vehicle which is there at your own risk. You must not leave any property in the vehicle when you return it to us, you are responsible for checking the vehicle. Where you have left items in the vehicle, we may agree to keep them for you to collect within a reasonable time and we may charge you a reasonable fee for storing the item(s). AAA UK Transport Limited can not be held responsible in any way for any stored items. Any property left in the vehicle which remains unclaimed 3 months after the end of the rental period will be disposed of.

10. Conditions for Vehicle use:

The vehicle must only be driven by you, a licensed Private Hire Vehicle Driver in compliance with the preconditions stated herein (see clause 1). The minimum rental age is 21 (twenty-one) years old to 69 (sixty-nine) years old. A young driver surcharge will apply for all drivers under the age of 25 (twenty-five) years. You must have a full driving license that is valid in the European Economic Area for the type of vehicle that has been rented.

11. Charges:

You will be responsible to pay the following charges:

- 11.1. The rental and any additional insurance charges, and any other charges calculated according to your Rental Agreement. Rent must be paid in advance, a day before the start of next week. £10 per day will be charged in case rent is delayed.



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11.2. The amount of any loss or damage resulting from you not adhering to the responsibilities as stated in the relevant clause of these T&C's.

11.3. Fuel during the rental period

11.4. AAA UK Transport Limited operates a full-to-full fuel policy, meaning that any vehicle received should have a full tank of the correct fuel and be returned full in order to prevent refueling charges. On occasions, where providing a vehicle with a full tank of fuel has not been possible, we expect the vehicle to be returned with the same level of fuel it had upon receipt. If returned with less fuel than received, the missing quantity of fuel will be charged according to the current rates, as well as an additional refueling service charge, which is non-negotiable.

11.5. Any policy excess

11.6. An administration fee of £15 is payable where stated in the Rental Agreement.

11.7. Reasonable charges incurred due to breach of Sections 4 and 5 of the Rental Agreement by the Renter (including charges incurred in recovering the vehicle).

11.8. Any damage to, or loss of accessories, tyres, windscreens, tools and equipment including damage sustained when articles are carried on a roof rack (see clause 5.22).

11.9. A mileage surcharge will be incurred if you exceed any mileage limitation advised by us during the period as set out in the Schedule.

11.10. You are liable for all charges, fees, taxes, fines and penalties incurred in connection with the use of the vehicle and for which AAA UK Transport Limited is charged, unless they have arisen through the fault of AAA UK Transport Limited. This includes costs that may arise as a result of the vehicle being clamped, seized or towed away. In order to avoid additional costs as a result of the charge being escalated, AAA UK Transport Limited reserves the right to pay the authority, issuing body or company in full to settle the matter. Any costs to AAA UK Transport Limited will be recharged via the method of payment enclosed with the rental agreement, along with an administration fee. In the event that the liability of any charge is transferred, you are responsible for paying the issuing body of any charges and costs, if and when these payments are requested. An administration fee will also be payable to AAA UK Transport Limited in these instances.

11.11. If you are a business you will be liable for the full cost of repairing or replacing the vehicle. This includes when the vehicle is damaged, lost or stolen, even if it is not your fault but the vehicle was your responsibility when the incident occurred. This also applies when a claim is made by another party. This will depend on the level of insurance cover you may have as referred to in the relevant clauses on these T&C's.

11.12. The reasonable cost of repairing any damage to the vehicle, which has not been documented at the start of your Rental Agreement, whether you were at fault or not. You will also be responsible for paying the reasonable cost of replacing the vehicle if it is stolen or written off, whilst you have responsibility, depending on the level of insurance cover you may have, if and when we demand this payment.

11.13. Loss of rental revenue and the full cost of valeting the vehicle will be charged in instances where the vehicle has been returned in such a condition as to be unsuitable for rental, and cannot be restored to its original condition by our standard level of cleaning.

11.14. Damage caused by children and animals

11.15. The Renter will be liable for the full replacement cost of radio/cassette/cd/media player if stolen where: (I) an extractable type has not been removed from the vehicle whilst unattended or (II) a detachable panel has not been removed from the vehicle whilst unattended. The obligation imposed by this clause is absolute.

11.16. A loss of revenue charge will be incurred for any applicable rental days, should the vehicle be returned in a condition where it requires further repair due to the fault of the Renter. This also applies if the vehicle cannot



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be repaired through fault of Renter, or has been stolen as a result of the Renter's actions and we are awaiting a replacement vehicle.

11.17. We will only charge you loss of revenue at the minimum daily rate, which should never be in excess of 30 days. We will always do everything possible to make sure the vehicle is repaired or replaced in a timely manner.

11.18. You will be responsible for any charges arising from any government body (such as customs and excise), where they seize the vehicle due to the fault of the Renter. A charge will also be incurred for any loss of revenue whilst the vehicle cannot be rented out during any period of seizure.

11.19. You will be responsible for any published rates for delivering and collecting the vehicle or if the vehicle is returned at a later time than set out in the Rental Agreement. This also applies to charges for accessories such as cigarette lighters, navigation systems etc.

11.20. Interest will be charged every day to the amount owed, at the rate of 4% above the base lending rate of NatWest Bank from time to time.

11.21. Value Added Tax (VAT) and all other taxes on any of the charges listed above, where appropriate.

11.22. In the event of legal action against you for any breach of your payment obligations, the costs as set out in the previous clause in these T&C's will not apply, and we will then charge you all costs allowed by the court, where an award is made in our favor.

11.23. 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 that the invoice has been issued.

11.24. You are solely responsible to us for all charges, even if you have asked someone else to assume responsibility for them. Please Note: The only debit cards accepted are Visa Debit issued in the United Kingdom, and a Security Deposit of £500.00 plus the cost of the rental and all additional charges is required. The minimum amount of authorization for credit cards will be determined by multiplying the rate of the rental reservation and other relevant charges, in conjunction with an additional security deposit. The amount is not immediately debited but held on the cardholder's bank account until the final rental charge amount has been debited. When the vehicle is returned, the invoiced amount will be charged to the credit card provided, unless you present another form of payment. In the event of loss or theft of the designated credit card that was used for prepaying the reservation, or provided during the checkout process, the AAA UK Transport Limited Assistance number (07782635329) must be called immediately in order that a new credit card can be added to the Rental Agreement.

Invoice: You agree that AAA UK Transport Limited invoices will generally be sent electronically to the designated invoice recipient. You comply with our procedure of not issuing paper copies of invoices. Instead, AAA UK Transport Limited will send an electronic invoice, which will meet all statutory provisions, to the e-mail address which you have provided. You can request the termination of electronic invoices at any time. In this case, AAA UK Transport Limited will issue paper based invoicing. You are obliged to bear the additional costs for the paper-based consignment of the invoice and for the postage in this case.

You are responsible for being able to receive electronic invoices or, if agreed accordingly, to collect them electronically. You are accountable for malfunctions of the receiving devices or any other circumstances that hinder access to the invoices. An invoice is received as soon as it enters your domain. If AAA UK Transport Limited sends a note and you are able to retrieve the invoice on your own accord, or if AAA UK Transport Limited makes the invoice available for retrieval, then the invoice is received when it was retrieved by you. You are accountable for retrieving the invoices in reasonable intervals. If an invoice is not received or cannot be received, you shall notify AAA UK Transport Limited immediately. In this case, AAA UK Transport Limited will re-send a copy of the invoice and designate it "Copy". If the malfunction and the possibility of transfer cannot be



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resolved promptly, AAA UK Transport Limited may send paper invoices until the malfunction has been resolved. AAA UK Transport Limited will bear the costs for the consignment of paper invoices in this case. If AAA UK

Transport Limited provides you with login data, a user name or password then unauthorized access must be prevented and the data kept strictly confidential. In the event that you discover unauthorized persons may have gained access to this information, then you shall notify AAA UK Transport Limited immediately.

11.25. You must call the Accident Handling number within 24 hours of the accident. (+44) 0345 092 0700. Failure to do so means you will be liable for any charges from the Insurance company.

12. Our Insurance Policy:

12.1. By signing the Rental Agreement you are accepting the conditions of our Insurance Policy.

12.2. We will provide cover for loss or damage to the vehicle. However, there are damage excess amounts for which you are personally responsible. Depending on your age and the type of vehicle rented, it is possible to pay an additional amount to lower the value of the damage excess. The damage deposit amount you are required to pay is shown in the Schedule of the Rental Agreement.

12.3. We have a legal responsibility to have Third Party Protection. This provides cover for claims made against you in the event of the death or injury to the other party in an accident (unlimited liability). It also provides cover for damage to their property (up to £20,000,000). You, as the named driver, will be responsible for any costs in excess of this in relation to third party damage.

12.4. Under the Insurance Policy provided for your rental, we will not charge you the full cost for damage, loss, malicious damage or theft of the vehicle (unless you breach the Terms and Conditions in section 5 and /or 12, as this may result in you being charged in full), you are only responsible for the damage to the vehicle, up to the amount of your excess (the liability on your Rental Agreement) plus an administration fee. You have to pay the amount up to and including the damage excess each time you damage the vehicle, plus our standard administration fee. If our vehicle is damaged and we provide you with a replacement, it is also subject to the same T&C's that applied to the original vehicle.

12.5. If you are involved in an accident, which you believe is someone else's fault (a Third Party), we will attempt to recover the cost from them. While we attempt to establish liability, we reserve the right to charge you the excess plus our standard administration fee and we will refund all or part of the damage excess if we are successful in recovering the costs.

12.6. We may charge for any missing items that were included as part of your rental or were part of the vehicle, whether fixed or detachable, as they are not included within the Insurance Policy. Please note: we will hold you fully responsible for all charges if the damage, loss, malicious damage or theft has been caused by you under the following circumstances:

12.6.1 Where you have breached the T&C's in this Rental Agreement or not met the conditions for vehicle use.

12.6.2 You have not taken all reasonable care in relation to the security of the vehicle when driving it, parking it, or securely locking it.

12.6.3 You have used the wrong fuel for the vehicle.

12.6.4 Where you have used the vehicle for any illegal purpose. These acts are excluded from our Zero Excess policy, meaning you will be charged accordingly for any costs that we incur as a result of these acts.

12.6.5 You have caused loss, damage or theft to the vehicle through your negligence which will impact any excess waiver you may have taken out. In such a case this will render your excess waiver void, making you liable for all resulting costs.

12.6.6 Where malicious damage or loss is caused by you.



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12.6.7 Where a vehicle is stolen, we will ask you to return the keys to our nearest branch. If it is found that the keys were not kept in a secure* place, we may charge you in full as a result of negligence.

* Secure means in your control and cannot be taken by another person without your permission. If you give the keys to another person not permitted to drive on the Rental Agreement and they take the vehicle, this would also be classed as a negligent act.

12.6.8 Where you have been involved in an accident and you have not immediately notified us. Notification must be in the form of a **telephone call to our Accident Handling number within 24 hours of the accident on (+44) 0345 092 0700**

12.6.9 Where you have been involved in an accident and, if requested by AAA UK Transport Limited, you have not completed an accident report form within 48 hours of receipt.

12.6.10 If you fail to put the hand-brake on while operating the vehicle and these results in loss or damage the vehicle or a third party.

12.6.11 If whilst operating the vehicle you disregard dashboard warning lights, which assist in informing you there is an issue with the vehicle. If you cause mechanical damage to the vehicle by inappropriate use and driver error.

12.6.12 If it is a result of driving which contravenes UK traffic laws, for example speeding or using a hand held mobile phone.

12.6.13 If it is a result of falling asleep while operating our vehicle.

You will also be charged for the costs of any breakdown or assistance call outs unless specifically related to warranty issues.

13. Personal Data Information:

13.1 We shall collect your personal information and will electronically scan the identity documents onto our system. Such information collected shall be use as follows:

13.1.1 We will hold and use your personal information, and where relevant, your company and employee information in order to perform this Rental Agreement with you. From time to time we may make your personal information available to companies for insurance and 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, verify identity, or, occasionally, for fraud prevention or tracing debtors as well as dealing with any issues before, during and after the rental period. If any identity or credit-check fails based on the information you have provided, we may not be able to insure you for our vehicle and therefore may refuse the rental of the vehicle.

13.1.2. AAA UK Transport Limited, our suppliers and partners in common with other self-drive hire businesses, collects, processes and shares data relating to our customers and any claim or claims made by or against them arising from the provision of vehicle rental services with other vehicle rental businesses,

businesses within the insurance industry, the claims and accident management industry and suppliers of counter-fraud data mining and analytical services. In processing and sharing this data our aim is to help us to validate the information provided and for the detection, management and prevention of fraudulent claims. The data that we share will be held and utilised for the on-going prevention detection and management of fraud within the insurance industry, claims industry and self-drive hire industry.

13.2 Signature of this Rental Agreement acknowledges:



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13.2.1 Your express consent to have your personal details transferred to the police, including details of any criminal offences or alleged criminal offences, and anyone injured by you whilst you were in a Vehicle rented from AAA UK Transport Limited.

13.2.2 Your express 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, protection underwriters (CUE database), and the British Vehicle Rental and Leasing Association (BVRLA), which can share your personal information with its members to prevent crime and protect its assets, as allowed under the Data Protection Act 1998, if you breach any of the conditions of this Rental Agreement.

13.2.3 We will provide a vehicle which may or may not be fitted (even though stickers are displayed) with telemetry systems or other similar devices that may track the vehicle location and will be used for crime prevention and insurance purposes as a tool for measuring how our vehicles are being operated. This is to maintain and protect the vehicle. We may contact you in the event that the device indicates that you may be breaking these Terms & Conditions. We may ask you to modify your driving behavior and we reserve our right to terminate our agreement with you and seek compensation from you. The information may be used both during and post rental period.

The vehicle may or may not be fitted with in and/or Out Vehicle CCTV for crime prevention and insurance purposes.

The Owner reserves the right to install a GPS Vehicle Tracker and in and/or Out Vehicle CCTV to the Rental Vehicle during the rental period. All data gathered is processed in compliance with the Data Protection Act 1998.

13.2.4 Your express consent to have your personal details transferred to our business partners, such as repairers and breakdown assistance and any other organization with whom we have a business relationship to enable us to carry out our obligations under this Rental Agreement. Please notice: Vehicles or vehicle key rings may contain radio-Frequency identification-chips (RFID) for internal organization purposes.

14. Termination of the T & C's / Rental Agreement:

14.1. If you are a Consumer, we will end this Agreement immediately in the event of:

14.1.1. We have reasonable grounds to believe that you might be insolvent and we reasonably believe that you will not be able to pay your invoice or debts when they become due, or enter into an Individual Voluntary arrangement.

14.1.2. If you commit a breach of the T&C's of this Rental Agreement that relate to you as a consumer.

14.2. If you are a Company, we will end this Agreement immediately in the event of:

14.2.1. We have reasonable grounds to think you are insolvent, go into liquidation or you call a meeting of your creditors.

14.2.2. If it comes to our attention that any statement you made for obtaining protection in relation to the vehicle is not true or accurate.

14.2.3. You do not meet, or you breach, any of the T&C's of this Rental Agreement. If we terminate the contract, it will not affect our right to receive any monies we are owed under any existing Rental Agreements. We can also claim additional monies from you if you do not meet or breach any of the T&C's of this Rental Agreement.

At the end of the Rental Agreement (including if it is ended early) you must return the vehicle, keys and accessories to the Return location stated on the Rental Agreement. If the agreement is ended and is not returned within 2 working hours we can repossess the vehicle, and in the event of this being carried out, we will do so in a



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manner that is unlikely to be riotous or to cause a breach of the peace. If we repossess the vehicle, you must pay any reasonable loss, expenses and costs involved in our doing so. We will endeavor to do everything we can to make sure we keep any expenses and costs as reasonable as possible.

If we need to repossess the vehicle you give us permission (and cannot withdraw it) to access your premises so long as we do not use unreasonable force or cause damage.

14.3. Should you decide to terminate voluntarily the rental agreement before the minimum rental period of 12 weeks, you will be liable to pay an amount equivalent to 100% of the Security Deposit paid to AAA UK Transport Limited

15. Representations and Warranties:

The Owner represents and warrants that to Owner's knowledge, the Rental Vehicle is in good condition and is safe for ordinary operation of the vehicle.

The Renter represents and warrants that the Renter is legally entitled to operate the vehicle under the laws of this jurisdiction and will not operate it in violation of any laws, or in any negligent or illegal manner.

The Renter has been given an opportunity to examine the Vehicle in advance of taking possession of it, and upon such inspection, is not aware of any damage existing on the vehicle other than that notated by separate Condition Report document.

16. Governing Law:

This Rental Agreement is governed by the laws of England, and any lawsuit or arbitration must be brought in the Court.

This agreement contains all the conditions which we have agreed and replaces any written or verbal agreements we have with you. No modification to this agreement can be made unless in writing signed by the Owner and the Renter. Any notice required to be given to the other party will be made to the contact information in the Schedule hereof.

If any provision of the agreement is or becomes invalid or unenforceable the remaining provisions shall not be affected.

17. Contracts (Rights of Third Parties) 1999:

Any person(s) who is not a party to this Rental Agreement cannot enforce any of our responsibilities under this Rental Agreement.