

# TERMS AND CONDITIONS

01/01/17

Any disputes between 'GACR' and 'You' concerning this rental agreement shall be resolved under English Law

<p><b>1. DEFINITIONS AND INTERPRETATIONS</b></p> <p><b>1.1</b> "GACR" are Gatwick Airport Car Rental Ltd As the lessor of the vehicle subject to this rental agreement.</p> <p><b>1.2</b> "You" refers to:</p> <p><b>1.2.1</b> The person who has entered into this rental agreement as the lessee; or</p> <p><b>1.2.2</b> The company who has authorised the person named to enter into this rental agreement on their behalf as the lessee; or</p> <p><b>1.2.3</b> The person authorising payment in respect of this agreement as the lessee.</p> <p><b>1.2.4</b> Any additional drivers named and authorised by GACR at the time that the rental agreement was entered into by the lessee.</p> <p><b>1.3</b> <b>NOTE: If you - the person entering this agreement on behalf of a company is not authorised to do so, and the company fails to pay GACR you may become personally liable to GACR for all sums due including but not limited to all rental charges, liabilities and all costs incurred for any loss or damage occurring to the vehicle or if a total loss to the vehicle is incurred.</b></p> <p><b>1.4</b> "Vehicle" means the rental vehicle detailed overleaf or in the event that a replacement vehicle is provided by GACR to you then for clarification purposes the 'replacement vehicle' also means 'vehicle' under this agreement.</p> <p><b>2. VEHICLE USAGE</b></p> <p><b>2.1</b> The vehicle may only be driven by you - the person who entered into this rental agreement or any additional named drivers authorised by GACR prior to or during the rented period</p> <p><b>2.2</b> <b>The Vehicle cannot be used:</b></p> <p><b>2.2.1</b> By any person who is not authorised by GACR and insured to use it.</p> <p><b>2.2.2</b> By any person who is under the influence of alcohol or drugs.</p> <p><b>2.2.3</b> Outside of England, Wales Scotland or Northern Ireland unless authorised by GACR prior to the commencement of the rental period.</p> <p><b>2.2.4</b> Otherwise than on a public highway or on a suitable area designed to take the vehicle.</p> <p><b>2.2.5</b> In such a way that it becomes overloaded.</p> <p><b>2.2.6</b> To carry more passengers that it is designed for.</p> <p><b>2.2.7</b> For racing, pace making, competitions or speed testing.</p> <p><b>2.2.8</b> To tow any other vehicle, trailer or caravan.</p> <p><b>2.2.9</b> To carry passengers for hire or reward.</p> <p><b>2.2.10</b> To provide driving lessons.</p> <p><b>2.2.11</b> For any unlawful purpose and/or in breach of any Road Traffic legislation and/or parked in breach of any parking restrictions or conditions either on private land or the public highway.</p> <p><b>2.2.12</b> In the event of any mechanical, electrical or structural failure or damage occurs.</p> <p><b>3. RENTAL CHARGES; PAYMENT AND RENTAL PERIOD</b></p> <p><b>3.1</b> <b>The rental charge for the vehicle is subject to the following:</b></p> <p><b>3.1.1</b> You must pay the rental charge to GACR at the time of booking or prior to the vehicle being provided to you by GACR at the pre-appointed time and place or prior to you taking delivery of the vehicle From GACR's offices.</p> <p><b>3.1.2</b> The rental charge for the vehicle and any additional driver in respect of the rental period is that given at the time of booking and will be shown in the rates and charges section on the front of the rental agreement.</p> <p><b>3.2</b> You must pay for any additional charges i.e., baby seats, mobile phones, GPS etc to GACR at the time of booking or as soon as possible thereafter..</p> <p><b>3.2.1</b> The charge for these items will be shown in the rates and charges section on the front of the rental agreement.</p> <p><b>3.3</b> <b>You hereby authorise GACR to use the credit/debit card provided by you to make payment to GACR for the cost of the car rental to be used for any and all subsequent charges and/or fees you incur during the rental period.</b></p> <p><b>3.4</b> <b>The rental period for the vehicle is subject to the following:</b></p> <p><b>3.4.1</b> The rental period is the amount of days the rental vehicle is booked for, the commencement of the rental is the "date out" and the last day of rental is the "date due back".</p> <p><b>3.4.2</b> The rental period may be able to be extended by you with prior agreement with GACR and by way of a further rental payment being made in advance to GACR at the rates applicable at the time of the extended rental period. No new rental agreement needs to be signed as the extended rental period will be subjected to the same terms and conditions as the original rental period agreement.</p> <p><b>3.4.3</b> The maximum period that the vehicle can be rented or extended to under this agreement is 90 days.</p> <p><b>4. RETURNING THE VEHICLE</b></p> <p><b>4.1</b> You must return the vehicle to the pre-arranged place or to GACR's office address at the pre-arranged time at the end of the rental period or the agreed extended rental period.</p> <p><b>4.2</b> If you return the vehicle earlier than the agreed date you are not entitled to any refund of any rental charges paid in respect of the unused rental period.</p> <p><b>4.3</b> You must return the vehicle in a clean and tidy condition.</p> <p><b>4.3.1</b> If the vehicle is returned in an unreasonable condition you may become liable to a charge for valeting charge of £72.00 and you hereby authorise GACR to deduct the cost from the holding deposit alternatively to charge the cost of the valeting charge to the same card as used for the initial rental payment</p> <p><b>4.4</b> You must return the vehicle to GACR at the end of the rental period or the agreed extended rental period with the same level of fuel as the vehicle contained at the commencement of the rental period.</p> <p><b>4.4.1</b> If you fail to do this you will be charged for the fuel and may be subjected to a refuelling fee of £10, which will either be deducted from your holding deposit or</p> <p><b>4.4.2</b> You hereby authorise us to charge both the cost of the fuel and the refuelling fee to the same card as used for the initial rental payment.</p> <p><b>4.5</b> You must return the vehicle on the date and time due back.</p> <p><b>4.5.1</b> If you keep the vehicle beyond the date and time that the vehicle is due back then you will become liable for an administration fee of £100 plus the current daily rental fee for the vehicle for each day or part thereof that the vehicle is overdue. You may also become liable for any tracing and recovery fees. Any such charges will either be deducted from your holding deposit or</p> <p><b>4.5.2</b> You hereby authorise GACR to charge these fees from the same credit/debit card used for the original rental payment.</p> <p><b>5. HOLDING DEPOSIT</b></p> <p><b>5.1</b> <b>A £395 holding deposit is required to be paid to GACR at the commencement of the rental period or as soon as possible thereafter.</b></p> <p><b>5.1.1</b> You hereby authorise GACR to deduct the amount of the holding deposit from the debit/credit card used by you for the payment to GACR of the vehicle rental on or as soon as possible after the commencement of the hire period.</p> <p><b>5.1.2</b> In the event that you return the vehicle undamaged &amp;/or do not incur any unpaid fees &amp;/or charges during the rental period then GACR will return the holding deposit to you via crediting the same credit/debit card used when the payment of the holding deposit was taken (Allow 10 working days)</p> <p><b>5.2</b> <b>In the event of any damage incurred to the vehicle then the holding deposit will be retained in full by GACR until liability and the cost of the damage has been assessed.</b></p> <p><b>5.3</b> Please allow 10 working days for the return of the all or part of the holding deposit amount to be credited to your account</p> <p><b>5.4</b> <b>Also see Section 6 as you may be required to pay for any damage up to the cost of the Insurance excess which is different from the holding deposit and/or become liable for the replacement cost in full for any loss or damage incurred to the vehicle or additional items hired.</b></p> <p><b>6. ACCIDENT PROCEDURES AND INSURANCE COVER</b></p> <p><b>6.1</b> You must ensure that the vehicle is always locked when unattended, and take all reasonable steps to prevent loss of or damage to the vehicle, or its tyres, tools accessories, equipment and/or additional items hired and/or the vehicles contents.</p> <p><b>6.2</b> <b>You must inform GACR within 24hours</b> in the event of an accident and/or if the vehicle becomes damaged lost or stolen.</p>	<p><b>ACCIDENT PROCEDURES AND INSURANCE COVER CONT.....</b></p> <p><b>6.3</b> <b>In the event of an accident you are required to safeguard the interest of GACR.</b></p> <p><b>6.3.1</b> An 'Accident Procedure' kit has been provided and you must adhere to the instructions contained within the kit and complete the 'Particulars of Motor Accident' form and delivered it to GACR as soon as possible after the accident.</p> <p><b>6.3.2</b> A £10 fee will be charged to you if the 'Accident Procedure Kit' is used for any other purpose.</p> <p><b>6.3.3</b> If the police are called to the accident scene you should also obtain the police incident number.</p> <p><b>6.4</b> <b>You hereby agree that in the event that GACR has to make a claim for loss or damage to the vehicle under GACR's insurance policy then a copy of this rental agreement may be passed to GACR's insurers; their authorised agents; third parties insurers and/or any solicitors involved in the settlement of the claim.</b></p> <p><b>6.5</b> <b>GACR has provided fully comprehensive insurance cover for the vehicle, however, please note GACR's insurance will not cover you completely.:</b></p> <p><b>6.5.1</b> The amount for which you are not covered is called the 'Damage Excess'.</p> <p><b>6.5.2</b> The damage excess is £ 995 on rented vehicles falling within group A to E and £1,500 within groups F to H.</p> <p><b>6.5.3</b> You may also take out additional insurance to cover the total replacement cost for glass and tyre cover. The additional cost for this is payable to GACR at the time of booking or at the commencement of the rental period.</p> <p><b>6.5.4</b> An additional insurance charge will be charged for each additional named driver. This charge is to be paid to GACR at the time of booking or at the commencement of the rental period.</p> <p><b>6.6</b> <b>In the event that the vehicle is involved in an accident then the insurance excess under the agreement will become due immediately to GACR and you hereby authorise GACR to deduct the excess amount from the same card as the holding deposit was taken or the balance if the holding deposit has been retained up to the insurance excess amount.</b></p> <p><b>6.7</b> In the event of a non-fault claim GACR's insurers may be able to recover the uninsured losses arising out of a claim from the third party's insurers including any excess you become liable for. Consequently you may be entitled to be reimbursed by GACR for your share of any uninsured loss recovered by GACR's insurers from the third party's insurers.</p> <p><b>6.8</b> <b>GACR's insurance does not cover and you are liable for the full or replacement cost for any loss or damage incurred in respect of the following:</b></p> <p><b>6.8.1</b> Damage to wheels, wheel trims, mirrors, aerials, parcel shelf and windscreens.</p> <p><b>6.8.2</b> Damage to tyres. <b>NB If you replace a tyre it must be of the same make and specifications as the original.</b></p> <p><b>6.8.3</b> Loss or damage to the spare wheel.</p> <p><b>6.8.4</b> Loss of keys and subsequent costs.</p> <p><b>6.8.5</b> Loss of radio, radio/CD and any damage caused by the theft of such.</p> <p><b>6.8.6</b> Loss of additional items hired such as baby seats, child seats telephones and/or GPS systems.</p> <p><b>6.8.7</b> Any interior damage not resulting from an accident with another vehicle i.e. food/drink stains.</p> <p><b>6.8.8</b> Filling the vehicle with incorrect fuel and subsequent costs.</p> <p><b>6.8.9</b> Any overhead damage not resulting from an accident with another vehicle.</p> <p><b>6.8.10</b> Accidental damage other than caused with another vehicle i.e. gate post, wall damage</p> <p><b>6.8.11</b> Any accessories, tools or equipment which are lost, stolen and/or damaged in any way whatsoever.</p> <p><b>6.8.12</b> If you or anyone on your behalf deliberately causes damage to the vehicle.</p> <p><b>6.8.13</b> In the event that any damage is caused by you at detailed in 6.1.1 to 6.1.12 above you hereby authorise GACR to deduct the cost which you are liable for from the holding deposit or in the event that the cost is more than the holding deposit you hereby authorise GACR to debit the amount over and above the holding deposit amount from the same card as the holding deposit was taken.</p> <p><b>7. LIABILITIES AND RESPONSIBILITIES</b></p> <p><b>7.1</b> <b>During the rental period or extended rental period of the vehicle you are liable for and responsible for the payment of certain charges and or fees in respect to offences incurred as if you were the owner of the vehicle. The type of charges and or fees which you will be liable include but are not limited to the following:</b></p> <p><b>7.1.1</b> Any fixed penalty charges in respect to an offence committed by you under Part III of the Road Traffic Offenders Act 1988 or the Road Traffic Act 1991 of England and Wales, as amended or extended or replaced by any subsequent legislation or orders and any such offences committed under the equivalent legislation applicable to Scotland and Northern Ireland.</p> <p><b>7.1.2</b> Any excess charge incurred by you in pursuance of an Order under section 45 and 46 of the Road Traffic Regulation Act 1984 or the Road Traffic Act 1991 as amended or extended or replaced by any subsequent legislation or orders and any such offences committed under the equivalent legislation applicable to Scotland and Northern Ireland.</p> <p><b>7.1.3</b> The payment of congestion fees or penalty charges incurred by you whilst driving the vehicle.</p> <p><b>7.1.4</b> All parking charges; including any financial penalties and/or fees incurred as a result of you parking the vehicle illegally and/or in breach of any parking restrictions being in place at the time of you parking the vehicle and/or in being parking over the time limit paid for parking the vehicle and/or as a result of you parking the vehicle without the permission of the owner of the land where you parked.</p> <p><b>7.1.5</b> Any removal, towing and/or clamping charges incurred by you as a result of you having illegally parked the vehicle and/or parking the vehicle in breach of any time restrictions and/or without you obtaining your obtaining permission of the owner of the land where you parked the vehicle.</p> <p><b>7.1.6</b> Any storage fees, administrative charges and/or release fees incurred by you as a result of you having illegally parked the vehicle and/or parking the vehicle in breach of any time restrictions and/or without your first obtaining permission of the owner of the land.</p> <p><b>7.1.7</b> In the event that you become liable for an offence and/or fail to pay a fee and/or a charge as detailed in 7.1.1 to 7.1.6 which becomes due then GACR may become liable for these, consequently you are liable to GACR for any payments made as a result and you hereby authorise GACR to debit the same debit/credit card as used by you in the payment of the rental charge for any such fee together with an administration fee of £60.00 plus VAT for each for each and every unpaid offence incurred.</p> <p><b>7.2</b> <b>The law requires all children travelling in cars to use the correct child restraint until they are either 135cm in height or the age of 12 (whichever ever they reach first) . Therefore it is your responsibility to ensure that you order the correct child/baby seat when booking your hire vehicle if you are going to have a child or baby travelling with you in your hire vehicle.</b></p> <p><b>7.2.2</b> <b>undertake the fitting of all baby/child seats in your hire vehicle. Under NO circumstances will any member of staff of GACR assist you or fit baby seats on your behalf.</b></p> <p><b>7.3</b> You must inform GACR immediately if the vehicle develops any fault or requires any servicing, and allow GACR to carry out any essential repairs or servicing.</p> <p><b>7.4</b> In the event that the vehicle develops a fault or is damaged to the extent that it is unable to be used GACR endeavour to provide an alternative replacement vehicle to you for the remainder of the rental period which will be subject to the same terms and conditions as the original rental agreement.</p> <p><b>7.6</b> You are not authorised to carry out any repairs to the vehicle or allow anyone else to do so without GACR's permission. If GACR does authorise any repairs you may be entitled to be reimbursed by GACR providing you obtain a VAT receipt for any labour costs and parts used.</p> <p><b>7.7</b> You must ensure that the correct tyre pressure, engine oil level, battery fluid level, screen wash level, coolant level and automatic transmission level (where applicable) are maintained throughout the period of the rental period.</p> <p><b>7.7.1</b> In the event that any damage is caused by you at as a result of you failing to adhere to the condition as detailed in 7.7 above you hereby authorise GACR to deduct the cost of any damage incurred and for which you are liable for from the holding deposit or in the event that the cost is more than the holding deposit you hereby authorise GACR to debit the amount over and above the holding deposit amount from the same card as the initial rental payment.</p> <p><b>7.8</b> <b>If any attempt is made by you to claw back a charge made on your credit card in respect to any payments due under the terms &amp; conditions of this rental agreement or a charge made because you failed to adhere to a clause in this agreement, or in respect to any fees and or administration charges due under this agreement, you will incur and become liable for an administration charge of £60.00 plus VAT to compensate GACR in dealing with this matter together with any claw back charge incurred by GACR.</b></p> <p><b>7.9</b> <b>GACR is entitled to terminate this agreement if you break any of its terms and/or conditions and you must return the vehicle to GACR's offices at the address as detailed on the front of the rental agreement immediately when requested to do so.</b></p> <p><b>7.10</b> <b>If you become in breach of any of the terms and conditions of this agreement GACR are entitled to treat the agreement as terminated and to repossess the vehicle. You hereby authorise GACR and/or agents to enter into or onto your property to do so if necessary.</b></p>
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