

## TERMS & CONDITIONS 12.29

This agreement the following words shall have these meanings assigned to them. CitiRental, Kar Dok, United Leasing and Practical Car & Van Rental are the trading names of D B Asset Ltd whose registered office is situated at Enigma House 24-26, Arcadia Avenue, London N3 2JU and referred throughout this contract as the Owner. A copy of this agreement can be requested at [info@citrrental.co.uk](mailto:info@citrrental.co.uk)

**Hirer** Hiring party described as such overleaf - also referred to as the **Hirer**

**Driver** Person(s) qualified and accepted as a driver in writing by the Owner It is hereby stipulated this contract be binding in its entirety on the Hirer & Driver(s) equally

**Vehicle** the vehicle(s) described overleaf or any replacement thereof

**CHECK SHEET** A schematic reproduction of the vehicle on which pre-rental damage is recorded and which the Owners relies to identify fresh damage The Hirers and/or Drivers signature verifies its accuracy and is the sole reference to the state of the vehicle.

**Drivers Notes** A publication by the owner is available on request/downloadable at [CitiRental.co.uk](http://CitiRental.co.uk) detailing additional information. It is agreed the **Drivers Guide** is an integral part of this agreement.

**INSURANCE** Owner acts as **licit agent of the appropriate insurance company and administers aspects of insurance either itself or via an appointed agent in accordance with this agreement**

**Gender** This means 'his' or 'her' gender

**ADXS** Accident Damage Excess (deductible) Up to **£975.00 PER INCIDENT** in the event of any occurrence OR DAMAGE whatsoever or howsoever sustained to the vehicle during the term of the hire.

**Hirer agrees** (in no particular order of importance)

(1) The vehicle is **handed over** in good condition, save body defects which are present and marked on the check sheet. The vehicle will be returned to CitiRental in the same condition, save reasonable fair wear. CitiRental reserves exclusive right to **moderate** any damage sustained during the rental period is 'fair wear' or chargeable under the conditions of **ACCIDENT DAMAGE EXCESS (ADXS) (DEDUCTIBLE)**. See face of the agreement. There is no guarantee implied or otherwise as to the supply of any make, model, group, specification or colour of any vehicle, or additional equipment. This agreement constitutes the entire agreement and understanding between the parties hereto and no variation shall be binding unless agreed in writing by the Owner.

(2) To take every step necessary to keep the **vehicle safe, secure, out of harms way** and every precaution possible when parking and driving. To prevent damage, store all goods carried in vehicle out of sight (in boot) so not to target the vehicle for theft & vandalism. The **hirer indemnifies** the Owner from all responsibility and liability for any goods or substances carried in or on the vehicle. The **Hirer agrees** the Owner has **no liability** or responsibility in respect of any injury, loss or damage arising howsoever caused from the use of the vehicle nor shall the Owner be liable for any direct, indirect or consequential loss or damage in connection with the vehicle or use of the vehicle.

(3) To pay the Owner a levy of **9% per month** or part thereof (compound interest) for any monies whatsoever owed by the **Hirer to the Owner**. It is further agreed there shall be no financial set-off between the Owner and the **Hirer**.

(4) **THE RENTAL DAY** is computed as multiples of 24 hours and ends 24 hours after inception of the agreement. The **Hirer** is bound to return the vehicle on the due date, time and place from whence it was hired. If the vehicle is returned late, there is a **30 MINUTE GRACE PERIOD** after which time a new rental day is payable in full. All timekeeping shall be measured by devices exclusively operated by the Owner. If the car is returned earlier than the agreed time and date no refund shall be made. Cars returned out of hours will be checked on the next opening time.

(5) Only those with **written permission** from the Owner may drive the vehicle. If any person is identified as an unauthorized driver: insurance from inception of the agreement is rendered null and void. Any third party claims will be directed to the **Hirer**. A charge is imposed to discourage uninsured driving and to contribute to extra administration costs. See section 39 below and the vehicle subject to confiscation without notice.

(6) **BOOKINGS** (i) will be held open for 1 hour after the agreed pick-up time (other than after the branch closing time) whereupon the booking is deemed a **no-show** whereupon £45.00 is charged to the customer. (ii) Bookings cancelled within 24 hrs of agreed pick-up time charged at value of daily rate booked (iii) Bookings may be cancelled without notice or an alternative group negotiated up to 48 hrs before agreed collection time (7 days before a UK bank holiday) - Any booking is subject to availability. If a vehicle is unavailable an alternative will be offered. The Owner has the unequivocal right under this agreement, in the case of unforeseen circumstances to cancel the booking any time up to 24 hours before scheduled pick-up. (iv) The Owner also retains the absolute and unmitigated right to refuse a rental at any time prior to collection without giving reason for the decision to do so.

(7) **INSURANCE PREMIUM** The Hirer is so advised a large percentage of the rental fee includes insurance premium. Non-payment of the rental fee is deemed non-payment of the insurance premium from inception of the hire agreement. If there is no insurance cover no benefit or protection can be claimed under the appropriate policy. Insurance is integrally linked to a credit/debit card. If the card ceases to function for any reason or is the subject of a charge-back by the Hirer insurance becomes null & void from inception of the agreement.

(8) **THE HIRER AND DRIVER WILL WARRANT THE VEHICLE WILL NOT BE USED FOR:**

(i) Hire & Reward (paid or unpaid) (ii) transporting persons for business or political use, courier or transportation of another's goods as a service (paid or unpaid) (iii) For racing, peacemaking, rallying, speed testing, driving tuition, propelling or towing any vehicle, trailer or object.. (iii) In any way which might render the insurance policy void. The **Hirer** shall compensate the Owner in full for any losses sustained by the Owner for **non-compliance** with the insurance policy - details available at [CitiRental.co.uk](http://CitiRental.co.uk) (iv) By any person having **no driving licence and/or unauthorized** to drive by the owner. (v) By anyone who is under the age of 23 or over 75 years of age (v) By any person under the influence of **alcohol or drugs** of any nature to any extent whatsoever. In the event of any claim arising in connection with the vehicle where the driver is found to have any quantity of alcohol or drugs whatsoever in his system insurance cover will be rendered null & void from inception of the agreement. (vii) By any person who has given an **incorrect name**, age or address, used a false or stolen driving licence or I.D. to procure the vehicle and/or has not been approved by the Owner as a driver will render the insurance null & void from inception.

(9) **TRAVEL OUT OF THE LAND MASS OF ENGLAND, SCOTLAND OR WALES** and offshore islands is expressly forbidden without written consent of the Owner. No insurance coverage without said consent. £950 Admin Fee in breach of this condition. **TRAVEL TO SCOTLAND** attracts a £65.00 surcharge or £250.00 admin fee and no insurance cover from inception without said written consent. Any consequential loss to the vehicle or any other party is payable by the **Hirer** who indemnifies the Owner against all loss, seizure, recovery and reinstatement costs.

(10) **FOREIGN LICENCES** the law is very grey on this point but it is understood you need to apply for a UK licence within 185 days from commencement of permanent UK residency - interpretation may vary. You are advised to seek advice from your local police station or Citizens Advice Bureau. Further information can be found at [www.gov.uk/browse/driving/driving-licences](http://www.gov.uk/browse/driving/driving-licences)

(11) **THE HIRER WILL PAY ON DEMAND** all fees noted herein to the card and pay the Owner and its assigns for rental fees, fixed penalty admin, penalty charge notices/police enquiries, refuelling charges, chargeback fees, accident damage excess (ADXS), extension of hire, fuel and any other stipulated fees. The **Hirer agrees**: all contractual charges and fees are payable in full on demand and denial to meet the charge by way of any credit/debit card tendered in respect hereof does not negate these charges.

(12) The **Hirer will compensate the Owner** in full and on demand for any loss suffered in respect to any damage (from any cause) fire, theft to or from the vehicle including loss of revenue (at the same rate noted overleaf)

**PET POLICY** Any damage or residue whatsoever will be professionally reinstated at cost billed to the Hirer.

(13) **NO INSURANCE IS PROVIDED** where there has been an **UNREPORTED CLAIM** or incident of any nature sustained to the vehicle and/or not advised to the Owner. Failure to competently complete an official incident report form provided by the Owner and/or his insurers within 24 hours of the date/time of the incident for any reason whatsoever will be subject to an administration fee of £495.00 to cover additional costs involved and insurance cover will be revoked by the Owner from inception of the hire with all losses involved borne by the Hirer

(14) **FUEL POLICY Vehicles** are rented short of fuel [approx 1/8 of a tank] Return vehicle with approximately the same amount of fuel as when you commence hire. No checks are made so long as the low fuel warning light is NOT SHOWING whereupon **IF LOW FUEL WARNING LIGHT IS SHOWING** sufficient fuel will be added at a cost of £35.00 to cancel the low fuel light ready for the next customer. No credits or refunds will be made for fuel left in the vehicle above the level on commencement

(15) No insurance (implied or otherwise) is provided by the Owner or its insurers for death, personal injury or medical expenses and personal losses connected to the vehicle. The Owner recommend the Hirer and all passengers take out personal insurance to cover all such eventualities. The Owner suggests Insure & Go. Com

(16) **VEHICLE KEYS** the **Hirer/driver** shall not permit or give up the keys to any person not approved by the Owner and to ensure the keys are not left in a place where any person may access them. If the vehicle is stolen or taken pursuant to losing control of the keys the **Hirer** must compensate the Owner for all losses sustained consequential to the loss of the vehicle, which will remain on hire until the vehicle is recovered. The **Hirer** will compensate the Owner for all or any loss by the Owner. £450.00 admin fee - losing possession of the keys or handing keys to unauthorized person. **Hirer** is liable for the full cost of lost, stolen or mislaid keys as charged by the manufacturer together with any consequential losses including transportation of replacements. The **Hirer**, will, on demand, disclose the whereabouts of the vehicle and keys. The **Hirer** hereby gives his/her permission to the Owner and its agents to enter into or onto any property deemed to be in the **Hirer** or drivers control for the purpose of retrieving the vehicle/keys

(17) The **Hirer** will pay all **MOTURING FINES** promptly. The owner is legally obliged to manage each and every traffic violation and proposes to transfer liability an exacting, thankless and time consuming task. Further information on transfer of liability e-mail **PARKING SERVICES** the nominated firm tasked to manage transfer of liability on the Owners behalf at [mail@UKPCmail.com](mailto:mail@UKPCmail.com). A fee of £49.95 for each case managed as a contribution to costs - see <https://lfi.gov.uk/modes/driving/congestion-charge/penalties-and-enforcement/challenge-a-penalty-charge/make-a-representation-for-more-information>

(18) The **Hirer** shall not sell, pledge or permit a lien on the vehicle. The **Hirer** hereby acknowledges the Owners irrefutable and absolute title to the vehicle.

(19) A refund of any charge where there is no duplication of charges is not permitted.

(20) **RENTAL EXTENSIONS - CUSTOMER MUST CALL OR E-MAIL OWNER REQUESTING AN EXTENSION NUMBER WITHOUT WHICH INSURANCE WILL CEASE ON THE DATE/TIME SPECIFIED OVERLEAF.**

(21) The Owner is **not bound to provide** any particular make, model, specification or colour of vehicle. If a vehicle becomes faulty or incapacitated during the period of hire for any reason the rental will cease forthwith. The Owner is under no obligation to provide a replacement vehicle.

(22) All hirers must present a functioning credit card together with a driver's licence (valid for more than 366 days prior to the rental) and an original form of address ID e.g. utility account, (less than two months old) at the time of collection or adding themselves as named drivers. Mobile phone bills are not acceptable. If this is not complied with, the reservation will be regarded as a 'No Show' and the appropriate fee (see section 6) imposed (23a) If you opt for your **OWN INSURANCE (CO)** cover (see overleaf) it must be comprehensive with no more than £350.00 ADXS. The **Owner** must see and approve insurance cover before commencement of hire

(23b) **TP liability insurance** is included in the rate which bears an ADXS of £975.00 per incident

(23c) **CDW Insurance** may be purchased **only** in advance of the rental for a fee of **£8.95 per day (cars)** and **£9.95 p/day (Vans)** which reduces the ADXS to **£250.00 per incident**. See overleaf

(23d) **Hirer** is liable for the consequences of any damage caused by overloading the vehicle

(24) **CCTV** £75 p/hour (min) (part thereof) admin fee to manage/view CCTV records for any reason

(25) The **Driver** will use the **CORRECT GRADE OF FUEL** (details to be found around the fuel cap) or pay for repaying and any consequential damage and/or loss sustained by the Owner if the incorrect fuel is used.

(26) The **Hirer** and driver(s) hereby **INDEMNIFIES THE OWNER** against all and every action: consequence, incident or accident while the vehicle is in the **Hirer's** legal charge free from all and any legal, civil, criminal action contemplated, threatened or taken against the owner and its assigns for any reason whatsoever. The **Hirer** indemnifies and renders the **Owner** free from liability for the actions of the driver under any circumstances whatsoever and for any damage or accident howsoever caused. In the event of vehicle damage being identified a reinstatement invoice will be prepared by a garage nominated by the Owner.

(26a) If the **Hirer** requires qualification of the invoice an independent Assessor nominated by the **Owner** may be engaged for a fee of £60.00 + VAT. If this service is required the **Hirer** must make a request by e-mail to [info@citrrental.co.uk](mailto:info@citrrental.co.uk) within 48 hours of receipt of the reinstatement invoice or estimate.

(27) Due to the high cost of managing credit/debit card **CHARGEBACKS & DECLINED CHARGES** the following fees shall apply [1] £295.00 each chargeback [2] £29.95 each declined charge [3] £150.00 on account of legal collection fees. The **Hirer** shall pay all legal, collection & interest fees until the debt is paid.

(28) **CREDIT/DEBIT CARD PERSONAL LIABILITY** The **Hirer** agrees to hire the vehicle in accordance with these terms & conditions and affirms if he is paying by credit/charge card his signature on this agreement and/or PIN constitutes unconditional irrevocable authority the signature on this agreement instructs the card company to pay the **Owner** all charges billed under the terms of this agreement

(29) In the event of the vehicle being **RENDERED UNUSABLE** for any reason whatsoever or howsoever caused including accident, seizure, breakdown, clamping the agreement will terminate & be voided from commencement of the hire. Any pre-payment is not refundable.

(30) **AARAC OR SIMILAR SERVICE IS PROVIDED** The cost of call out is not payable by the Owner if the issue is the fault/liability of the **Hirer**, a third party or involves damage to tyres or wheels

(31) **BVRLA RISC LIST** the **Hirer** accepts information contained in the list is supplied by rental companies where a breach in the T's & C's or inappropriate behaviour indicates a potentially increased risk when renting in the future The **Hirers** name will be added to the list by the **Owner** as his sole discretion in this event.

(32) This agreement shall not exceed 90 days in duration whereupon the **Hirer** must re-negotiate a fresh agreement.

(33) **Extension Rates (Rack rate)** unless otherwise agreed in writing overleaf in the absence of an extension number Group A - £35.00 daily Group B - £49.00 daily Group G - £99.00 daily Group C - £59.00 daily Group D - £69.00 daily Group H - £99.00 daily Group E - £79.00.00 daily Group F - £99.00 daily Group Y - £79.00 daily

(34) **PRE-AUTHORISATION** (damage pre-payment) £395.00 is required and authorised to the credit/debit card on commencement of each rental. We will charge the pre-payment for hirers living or having cards issued abroad. The cost of rental (see overleaf) is chargeable on return of vehicle. Rental fees to date charged at the time of ANY extension and authorisation to be renewed at date/time of extension or renewed weekly as necessary to maintain pre-authorisation. Extensions charged weekly.

(35) **INDEMNITY.** The **Hirer** will unreservedly absolve and indemnify the **Owner** for any financial, legal, political, civil or criminal repercussions or consequences of any nature whatsoever or howsoever arising in respect to this agreement and/or the use of the vehicle

(36) **Insurance Content (VAT 0%)** of the rental fee is averaged out at £20.00 per day. VAT is computed on the balance.

(37) **Opening times**

Monday to Friday 0800 – 1800

Saturdays 0800 – 1300

Sundays and UK Bank Holidays – closed

(38) **OUT OF HOURS RETURN AND/OR PICK-UP SUPPLEMENT** Rentals commencing or returned out of these hours are subject to a supplemental fee of £20.00 towards additional cost of providing out of hours return facilities service.

(38a) **OUT OF HOURS RETURN INSTRUCTIONS** drive into garage - park in a marked bay and place key in drop box to be found on right hand side on exiting garage **Telephone 0203 950 2295** - failure to confirm will cause your rental to run to the next opening time - ensure you make the call closing the rental.

(39) **VEHICLE CONDITION** - The **Owner** reserves the sole right to determine the extent & cost of unreasonable wear and tear and assess the extent of professional cleaning if deemed necessary by the **Owner**

(40) **HIRERS SUPPLEMENTARY UNDERTAKING**

[a] the underside, **tyres**, and **roof** are not included in the insurance waiver. [b] **Additional drivers** £29.00 + VAT per RENTAL [c] SatNav rental - £10.00 per day + VAT [d] **Uninsured driver using vehicle** surcharge - £350.00 unauthorised driver

(41) **FINAL AUDIT** All charges and bills are subject to final audit. The incoming condition (bodywork, interior and mechanical) is subject to a **RE-RENTAL INSPECTION PROGRAMME** scheduled as soon as possible after return of the vehicle, following which the invoice will be prepared and all items and vehicle damage will be accounted for.

(42) **INVOICE BILLING LATENT VEHICLE INSPECTION & ENQUIRIES** requests for info can only be made at [info@citrrental.co.uk](mailto:info@citrrental.co.uk) - no personal/telephone facility is available for this service.

(43) The **Hirer** hereby permits the **Owner** and its assigns to identify him to any authorised authority in respect to **PENALTY CHARGE NOTICES (PCN)** in accordance with guidance contained in (66) Road Traffic Offenders Act 1988 I, the **Hirer**, also agree to be responsible for any fixed penalty offence, penalty charge notice, notice to owner, parking charge notice under S66 Road Traffic Offenders Act 1988, Schedule 6 Road Traffic Act 1991, Traffic Management Act 2004, Protection of Freedoms Act 2012 and any other relevant legislation and to charge a fee - normally £49.95 for each PCN issued to the vehicle during the course of the rental processed in accordance with the said statutes and supplementary regulations governing transfer of liability to the **Hirer**.

(44) **GENERAL DATA PROTECTION REGULATION (GDPR)** Data protection principles which are personal data must be processed according to the six data protection principles [a] Processed lawfully, fairly and transparently [b] Collected only for specific legitimate purposes [c] Adequate, relevant and limited to what is necessary [d] Must be accurate and kept up to date. [e] Stored only as long as is necessary [f] Ensure appropriate security, integrity and confidentiality. Full details may be viewed at [CitiRental.co.uk](http://CitiRental.co.uk)

(45) **INSURANCE** except where the renter has elected to provide his own insurance evidenced by completing the appropriate **C.O.I. box overleaf** the **Renter** participates as an insured under the Owners vehicle insurance policy and agrees to observe the terms & conditions thereof. A Summary of these terms & conditions of insurance are available for inspection at the owners above. The **Renter** further agrees to protect the interests of the **Owner** and the appropriate insurer in the event of an accident or claim by (i) by making every endeavour to obtain the names and addresses or all parties involved together with all witness. (ii) Not admitting guilt or liability whatsoever and **under any circumstances.** (iii) Not abandoning the vehicle without making adequate provisions for safeguarding and securing the same. If third party details are not obtained there is an additional administration fee of £350.00

(iv) Making detailed notes, sketches, plans & photos at the scene indicating all pertinent details (v) Contact the Owners as soon as possible after the event to pass over the information [see 13 above]

(46) The laws of England govern this agreement

(47) **THE HEALTH ACT (2006)** specifies a ban on smoking in company (rental) vehicles - if that vehicle is used primarily for business purposes by more than one person. As our vehicles are deemed business vehicles there is a **TOTAL PROHIBITION ON SMOKING**. Vehicles found with evidence of smoking will be sent to a specialist cleaning company to eradicate smoking residue so not to upset future hirers of the vehicle. Fixed fee for this service is £95.00 We are unable to comment on what the authorities may do if they determine the **hirer** (or his passengers) have been smoking contrary to the Act. .

(48) **BABY SEATS & BOOSTERS** - The **Owner** may, hire out such additional equipment. It is an integral part of this agreement there is absolutely no involvement by the **Owner** with the use, quality or suitability of the seat - It is entirely up to the **hirer** to judge for himself as to the suitability, utilisation and fitting of the seat. The **Owner** accepts no responsibility whatsoever or howsoever with the employment of this equipment. If there is any doubt as to the suitability of the equipment the **Hirer** is advised to purchase his own from Argos or Halfords.

(49) Our terms and conditions may be varied without notice

(50) **CREDIT CARD REFUNDS** and charges are normally undertaken within 5 working days of vehicle return. The actual time taken to refund is dictated by your card provider who must be consulted as to progress of the refund and/or charge.