

**Accessories:** the spare wheel, tools, steering lock, and any other items that the vehicle is supplied with and any replacements;

**CDW / SCDW / YDCDW:** Collision Damage Waiver, Super Collision Damage Waiver, Young Driver Collision Damage Waiver pertaining to damage waiver, excess protection or damage protection, calculated in accordance with the Current Tariff, limiting the amount owing, per incident, in the event of any damage or third-party claim. Does not include overhead or width restriction damage, theft or write off;

**COI:** Customers Own Insurance;

**CNP:** Payment Card Not Present;

**Current Tariff:** Tariff of rental charges at the commencement of the rental period;

**Damage Check Sheet:** Manual, written check list of damages, fuel, mileage and condition of Vehicle;

**Driver:** The Hirer and/or other persons named as such overleaf or any other person specifically approved by ZOOcars to drive the Vehicle during the Rental Period;

**Excess Amount:** The fee specified overleaf in Insurance Declaration as the excess amount payable per incident;

**GDPR:** The General Data Protection Regulation. ZOOcars Ltd is GDPR compliant;

**Hirer:** The customer, the renter, he/she/it. The person/company named as such overleaf;

**Immobilise:** To cease movement of Vehicle;

**Insurance Policy:** ZOOcars policy of insurance on the Vehicle on the vehicle, a copy of which is available for inspection at the rental office;

**Late Return:** Any time past due back date and time. A non-authorized extension;

**Personal Accident, Personal Effects & Goods In Transit Insurance Fees:** of which are not offered, and unable to be added to hire of Vehicle;

**ProHire Companion:** Mobile Check out Process. A check list of fuel, mileage damage and condition of Vehicle;

**Refuelling Charge / Fuel:** The per litre charge which is added by ZOOcars to the cost of any 'top-up' fuel required when the Vehicle is returned to ZOOcars or collected by ZOOcars, which shall be charged per litre and in accordance with the current stated rate by ZOOcars.

**Refuse / Goods:** Any items left in vehicle subject to storage and/or disposal fees;

**Rental Charges:** The Vehicle hire charges for the Rental Period, which shall be calculated in accordance with the Current Tariff at time of hiring;

**Rental Period:** the period commencing, 'Charge From', of the Vehicle hire, as stated overleaf, and completing on the redelivery or collection, 'Charge To', of the Vehicle into the physical custody of ZOOcars as stated overleaf or on any extension sheet;

**Vehicle:** the vehicle described overleaf and any replacement Vehicle;

**VOR Fees:** Vehicle Off Road charges that are applied for causing vehicle to be made undrivable and/or un-hireable;

**ZOOcars:** ZOOcars Ltd, the Trader, the Lessor, the Owner, the Keeper of the Vehicle, the business named as such overleaf.

1. In these Terms & Conditions, the following terms shall have the meaning which have been assigned to them below.
2. ZOOcars acknowledges that:
  - a. it has the right to transfer possession of the Vehicle for the Rental Period;
  - b. the Vehicle shall substantially conform to its specification (as made available by ZOOcars), be of satisfactory quality and fit for any purpose held out by ZOOcars.
3. Where the person signing this Agreement of behalf of the Hirer is not the Hirer, he or she represents and warrants to ZOOcars that he or she is authorised to sign and to enter into this Agreement for and on behalf of Hirer and all agreements and obligations on the part of the Hirer hereunder shall be deemed to be made by such person jointly and severally with Hirer.
4. The Hirer acknowledges that:
  - a. the Vehicle shall at all times remain the property of ZOOcars and it shall have no right, title or interest in or to the Vehicle (save the right to possession and use of the Vehicle subject to the terms and conditions of the Agreement);
  - b. it has, or has had the opportunity to read both sides of this agreement carefully and understands that this Hire Agreement is a Contract between the Hirer and ZOOcars, and that they have had the opportunity to ask a member of staff to explain any part of this Hire Agreement;

- c. it shall, except where Hirer has elected personally to insure Vehicle on COI as evidenced by Hirer's signature in Hirer's Insurance box overleaf, Hirer participates as an insured under ZOOCars' Vehicle Insurance Policy and agrees to observe all the Terms & Conditions thereof. A summary of the Terms & Conditions of such Insurance Policy is available for inspection at ZOOCars' address specified overleaf or on request;
- d. where Hirer has elected personally to insure Vehicle on COI, Hirer undertakes to insure and keep insured Vehicle during the term of this Agreement under a fully comprehensive motor insurance policy, including windscreen damage, to its full replacement value, free from limitation or excess, with reputable insurers approved in writing by ZOOCars. Hirer agrees to observe all the Terms and Conditions of the said policy. Hirer shall at ZOOCars' request supply full details of such policy to ZOOCars and shall ensure ZOOCars' interest in Vehicle is endorsed upon the said policy. Hirer shall procure that any money paid by Hirer's insurers under the said policy is paid directly to ZOOCars, and the Hirer shall compensate ZOOCars for any loss or damage suffered by ZOOCars in excess of any monies received by ZOOCars;
- e. it shall return the Vehicle and its accessories in the same condition as when received as evidenced by the Hirer's or authorised person's signature on ZOOCars Rental Agreement, to the location and on or before the date and time due back, as specified overleaf;
- f. it has inspected the Vehicle, which is supplied in accordance with the manufacturer's specification, subject to any qualification or representation contained in any documentation supplied by the ZOOCars, and is satisfied that the Vehicle is in satisfactory condition and is free from apparent defects or damage, except as indicated on the ProHire Companion or Damage Check Sheet;
- g. subject to clause 16, and except where the injury, loss or damage is caused by ZOOCars, ZOOCars shall not be responsible for any injury, loss or damage arising from the Driver's use of the Vehicle, nor shall ZOOCars be liable for any indirect loss or damage, or, in the case of consumers, damage which was not foreseeable by you and ZOOCars;
- h. ZOOCars shall not be responsible for injury, loss or damage arising from any defect or mechanical failure which is not attributable to any breach of the manufacturer's warranty or any warranty implied by law to take reasonable care or exercise reasonable skill;
- i. the Vehicle on hire may be tracked using satellite tracking;
- j. the Vehicle may be fitted with telemetric technology and with front and/or rear facing cameras, and that any information recorded or otherwise can be used to record driving style and/or chronological occurrences, and for this information to be shared for any reason deemed necessary by ZOOCars. These include without limitation, Insurance claims and police investigations;
- k. if ZOOCars have agreed to deliver and/or collect a vehicle to an address that has been provided, the Hirer will be responsible and liable for the Vehicle from/to the date and time that the Vehicle has been delivered and/or collected;
- l. European insurance is mandatory, and that the Hirer will be in breach of these Terms & Conditions should Vehicle be taken outside the United Kingdom without purchasing the additional European Insurance, Green Card and the VE103B form, and that travelling to any Non-United Kingdom territory without prior written consent and correct documentation is strictly prohibited;
- m. that if European travel has been permitted by ZOOCars, then the Hirer must ensure and procure that any driver must only travel to the territories that have been authorised by ZOOCars and to carry all documentation provided, and to ensure that these documents are available upon request to any authority in any territory under this agreement and that any failure to supply these documents result in any restriction of travel, that the Hirer will be liable for the full cost of Hire until Vehicle is returned into the physical custody of ZOOCars, and/or any and all costs related to retrieval and return of the hire Vehicle;
- n. should ZOOCars acquire evidence to suggest that damage, theft or write off to the rental Vehicle is caused by gross negligence, serious carelessness, or deliberate misuse, the Hirer will be responsible and liable for the full cost of repairs or replacement regardless of any insurance cover;
- o. that no refund will be given, or credit applied for rental days unused; and
- p. when returning the Hire Vehicle out of hours, using the Key Drop facility and car park (or on any public road), agree and understand that the car park based at Hardwicke Road is not secure, and that an Out of Hours return is optional, for the Hirer's convenience and at the Hirer's discretion and until the Vehicle has been physically checked in by ZOOCars, the Vehicle remains the Hirer's responsibility and is liable for any damage, theft or right off, and that it shall, and procure that any driver shall;

- i. not park illegally, across any driveways, egress points, or in any way that could be deemed a nuisance;
  - ii. follow Out of Hours returning instructions during check out;
  - iii. where Vehicle has been provided with a disc lock, to ensure steering wheel is secured and locked properly;
  - iv. fold in mirrors;
  - v. return with the same fuel quantity as when vehicle was checked out;
  - vi. leave a refuelling receipt or duplicate receipt for our perusal and that the receipt must be from a filling station no greater than three miles from ZOOCars premises and on the return journey route to ZOOCars;
  - vii. only use the Key Drop facility and not hand the keys to anyone, whatever the circumstances.
5. During the Rental Period, the Hirer or any Driver shall keep the Vehicle and its Accessories in its possession and shall not allow a third party to take possession of the Vehicle or its Accessories and, when not in use, the Hirer and any Driver shall keep the Vehicle and its Accessories adequately protected and secured.
6. The Hirer shall, and shall procure that any Driver shall, ensure that the Vehicle will not be used:
- a. for hire or reward, or to carry passengers or goods for a fee;
  - b. for racing, pace making, rallying, speed testing, driving tuition or similar purposes;
  - c. for pushing, propelling or towing any vehicle, trailer or other object;
  - d. in any manner which might render void the Insurance Policy, or other contract of insurance;
  - e. for any illegal purpose or in contravention of any legislation affecting the Vehicle, its use or construction;
  - f. in any manner which would cause a nuisance;
  - g. off road, or driven on any surface other than constructed with a tarmacadam or concrete surface over which there is a right of way (public or private) for motor vehicles, or roads unsuitable for the Vehicle;
  - h. to carry goods that are dangerous, hazardous, radioactive or explosive;
  - i. by any person who:
    - i. is not licenced to drive the Vehicle;
    - ii. is under 21 years of age or over 75 years of age;
    - iii. is under the influence of drink or drugs;
    - iv. has supplied ZOOCars with a fictitious name, licence, address or documents;
    - v. has not been approved by ZOOCars as a Driver; or
    - vi. has been convicted of a motoring offence, the details of which have not been disclosed in writing to the Trader at the commencement of the Rental Period.
7. The Hirer will pay on demand to ZOOCars Ltd:
- a. the Total Deposited as specified overleaf together with any further deposits or payments requested by ZOOCars on, before or after the commencement of any extension of the period of hire, which ZOOCars may apply at any time towards payment of any sums due from the Hirer hereunder;
  - b. the rental charges; including continuous / extension payments with or without prior notification;
  - c. any applicable Excess Waiver Fee;
  - d. refuelling charge @ £2.40 per litre;
  - e. excess mileage @ £0.25 per mile, over 250 miles per day or 2000 per 28 days;
  - f. the excess amount in respect of each incident resulting in damage to or loss of the Vehicle, or its accessories in or upon the Vehicle, save to the extent that such damage or loss arises from the actions of ZOOCars;
  - g. any Call Out costs incurred by United Incident Support or ZOOCars for call outs that have resulted by reason of driver or operator error and/or negligence. These include without limitation to: a) loss of keys; b) clutch failure, as caused by being burnt out by riding clutch or payload overload; c) Lights left on flat battery; d) tyre or rim damage; e) incorrect fuel; f) incorrect fluid placement;
  - h. all fines, tolls, charges, penalties, costs, liabilities, violations or contraventions, and expenses, including all charges and penalty/parking charges incurred under any charging scheme;
  - i. a £36.00 administration fee for each and every Penalty/Parking Charge Notice, Violation Notice, regardless of issuing authority, county, country or organisation, with regard to this Agreement, that is processed through ZOOCars' office, by any of the nominated payment methods supplied during the course of the hire, regardless of the time elapsed between offence and notification of offence to ZOOCars, and that the Hirer will allow ZOOCars to process CNP transactions, with or without prior notification for these amounts and/or to represent to the issuing authority or organisation;
  - j. restoration and relocation charges and/or loss of income if Vehicle is seized by Customs and Excise, incurred in relation to the Vehicle by the Hirer or Drivers during the Rental Period;

- k. a £60.00 administration fee for disposal, storage of goods or refuse left in Vehicle from the Hirer, plus any actual disposal or storage costs and/or any other costs that may be incurred by ZOOCars to necessitate such actions. Items left for storage at ZOOCars are charged at £20.00 per day per 6 cubic M;
  - l. a £60.00 valet fee, for valeting returned Vehicle with: soiled interiors, (eg: animal hairs, smoking, food, mud, sand);
  - m. a £500.00 fee for liquid spills that are arduous to, or unable to clean or decontaminate (eg: Petroleum, paint, seafood, dairy products, cooking oils, building products) in any part of the Vehicle;
  - n. any correspondence entered into by ZOOCars in an effort to recover monies owed by the Hirer under this agreement will incur a standard administration fee of £36.00 per item of written correspondence. This clause does not limit ZOOCars from recovering any actual costs incurred to recover monies owing under this agreement;
  - o. Hirer will be liable for any and all costs incurred by ZOOCars to recover monies owed by the Hirer under this agreement. Such costs may include without limitation; a) VOR fees; b) interest fees; c) legal fees; d) court costs and/or any debt collection costs;
  - p. the Hirer will be charged the full one-day rate, per day (or part thereof), until vehicle is returned into the physical custody of ZOOCars, for any late returns or non-authorized extension of the rental period. ZOOCars may also charge any costs suffered due to any loss of hire as a result of Vehicle not being returned as stated on this hire agreement and/or any associated extension sheet;
  - q. any Vehicle hired under this agreement may only be driven by authorized Drivers who have been approved and/or assigned by ZOOCars, and the Hirer agrees and accepts that should they breach these Conditions, additional charges will be levied for the additional Driver. Under such circumstances, the Hirer and Driver(s) will not be covered by insurance under this agreement, and the Hirer will remain responsible for any losses or damages incurred by ZOOCars or any third party;
  - r. any Value Added Tax, local or other taxes payable in respect of any of the above.
8. The Hirer shall be responsible for all losses that ZOOCars suffers as a result of any damage, fire, theft or VOR fees, to or of the Vehicle or its Accessories during the Rental Period (unless caused as a result of ZOOCars' negligence or ZOOCars' breach of these Conditions) and this shall include any loss of rental income incurred by the ZOOCars as a result.
9. The Hirer and/or any Driver shall:
- a. ensure compliance with the Terms, Conditions and limitations of the Insurance Policy, which shall be deemed to be included in these Conditions as if the same were fully set out herein;
  - b. immediately inform United Incident Support of any breakdown, accident, loss of, or damage to, or fault developing in the Vehicle as soon as the Hirer or Driver becomes aware such breakdown, accident, loss, damage or fault, and at ZOOCars request complete an Accident Report Form and/or submit any additional relevant information;
  - c. agree to protect the interests of ZOOCars and ZOOCars' insurance company in the case of an accident during the term of this agreement by;
    - i. making every endeavour to obtain names, addresses and phone numbers of any parties involved and of any witnesses;
    - ii. detailing description of events including addresses, locations and diagrams;
    - iii. not admitting liability or guilt to any third party;
    - iv. not abandoning Vehicle without adequate provisions for safeguarding and securing the same;
    - v. calling ZOOCars' office by telephone using the number specified overleaf and further giving a detailed report including, without limitation, photos, plans and drawing to ZOOCars;
    - vi. notifying the Police or other proper authority immediately.
  - d. inform ZOOCars immediately upon any request of the whereabouts of Vehicle;
  - e. at the request and cost of ZOOCars permit to be done in its own name all acts and things as may be reasonably required by ZOOCars for the purposes of repairing the Vehicle or enforcing any rights or remedies or of obtaining relief from other parties in respect of any loss or damage to or in connection with the Vehicle or its Accessories;
  - f. ensure that the maximum payload and individual axle plated weights are not exceeded, and to ensure that the maximum payload of the tail lift on tail lift fitted vehicles are not exceeded;
  - g. be responsible for the loading and unloading of the vehicle;

- h. obtain or maintain any necessary full drivers / operator's licence;
  - i. maintain all oil, ad-blue, water or any fluid levels and tyre pressures in accordance with the manufacturer's specifications;
  - j. agree that any property left in returned Vehicle that is not collected within three calendar months of the return date, that the property will be disposed of, and for any costs incurred by ZOOCars to necessitate such actions, the Hirer will be fully liable;
  - k. agree that ZOOCars operate in accordance with GDPR legislation and that any documents supplied for hire remain in ZOOCars' custody for administrative, insurance and tax purposes and accept that entering into this agreement, the Hirer and any Driver agree that ZOOCars can process and store your personal information in connection with this agreement, including data collected from the Vehicle and that, we may use your information to analyse statistics for market research, credit control and to protect our assets, and that you agree that if you break the Terms & Conditions of this Agreement, we can pass your personal details to the ProHire Risk Database, credit reference agencies, debt collectors, the police or any other relevant organisation, and that we can also supply this information to the British Vehicle Rental and Leasing Association (BVRLA), which can share your personal information with its members to prevent crime and to protect their assets as allowed under the Data Protection Act.
10. The Hirer and any Driver shall not:
- a. without prior consent of ZOOCars, incur any liability for repairs to the Vehicle or its Accessories in excess of £35.00;
  - b. remove or interfere with any Vehicle parts or spares or with any identification marks or plate affixed to Vehicle;
  - c. in the case of a defect or fault which makes the Vehicle unroadworthy or liable to cause damage or danger to any persons or property or incur further damage to Vehicle, use Vehicle until such defect or fault has been repaired or corrected and will take all necessary actions to prevent or mitigate any loss or damage occurring to Vehicle;
  - d. sell, mortgage, charge, pledge, assign, underlet, lend or otherwise dispose of or part with possession of Vehicle at any time, or contract to do, or otherwise deal with Vehicle in any manner inconsistent with ZOOCars' rights;
  - e. make any claim for loss or damage to any property left stored or transported in or upon the Vehicle unless due to ZOOCars' negligence. ZOOCars Ltd do not offer Personal Accident, Personal Effects or Goods in Transit Insurance.
11. The Hirer's liability will be limited to the amount of the Non-Waivable Excess (as specified overleaf, Insurance Declaration) if the Hirer pays and Damage Waiver Fee in accordance with the Current Tariff or is part of an inclusive tariff rate offered by ZOOCars. Even if any Damage Waiver fee is paid, the Hirer shall be responsible for payment of any Excess Amount, including full cost of replacement vehicle, but not limited to, where the loss of, or damage to the Vehicle or its Accessories arises from the negligent or wilful action of the Hirer or any Driver.
12. The Rental Period shall not be extended without ZOOCars' express authorisation in writing and in any event shall not exceed 89 days.
13. If the Hirer is a consumer and consider that the Vehicle does not conform with the terms implied by the Consumer Rights Act 2015 (i.e., the vehicle must be of satisfactory quality, fit for purpose, match its description, match a sample and match a model seen or examined by the consumer), the consumer must notify ZOOCars within 30 days of the commencement of the Rental Period and Promptly return the Vehicle to ZOOCars, at the consumer's cost, at which point the consumer may either:
- a. reject the Vehicle (the consumer's 'short-term right to reject'); or
  - b. give ZOOCars the opportunity to repair or replace the Vehicle at ZOOCars cost; and
  - c. if ZOOCars is unable to satisfactorily replace or repair the Vehicle within a reasonable time, or such replacement or repaired Vehicle is faulty, the consumer has the right to a refund of the Rental charges paid for any part of the hire that was not supplied or may reject the Vehicle (the consumer's 'final right to reject').
14. If the Hirer does not comply with ZOOCars' Terms & Conditions set out on the Hire Agreement, it shall:
- a. return or procure that an authorised driver shall return the Vehicle to the ZOOCars immediately and pay to ZOOCars on demand such loss as is recoverable at law where that loss is caused by the Hirer's non-compliance;

- b. accept that if it fails to return the Vehicle and its Accessories, or fails to pay any monies owed for the hire of the Vehicle or any associated costs, ZOOCars reserves the right to immobilise, cease movement, seize back control and recover the Vehicle, including any contents inside the vehicle;
  - c. agrees to pay ZOOCars, on demand, all costs and expenses incidental to ZOOCars' recovery of the Vehicle, including without limitation; a) Key replacement, b) transportation c) specialist assistance;
  - d. agree that all overdue payments shall bear interest on the amount overdue at the rate prevailing laid down by the Government from the due date such sums become due to the date of actual payment, and any late payment administration charges allowed under late payment legislation;
  - e. agree that should ZOOCars, be required to retrieve or arrange to retrieve the Hire Vehicle for Non-Payment and/or Non-Compliance of the Terms & Conditions, the Hirer is liable for a £500.00 fee in addition to, but not limited to any other fees or charges that may apply in accordance with the process of retrieving the Vehicle;
  - f. agrees that in the event of any vehicle collection, any contents or property inside the vehicle will be available to be collected by the Hirer from ZOOCars' premises, and at the Hirer's expense, including storage costs, on a per day rate of £20 per six cubic metres, and that if said contents/property is not collected within three calendar months from the collection date, the contents/property will be disposed of at the Hirer's expense in addition to the accumulated storage fees.
15. If any addition to, or alteration to these Conditions is required, they should be confirmed in writing by the parties involved.
16. Nothing in these Conditions shall be deemed to exclude or restrict ZOOCars' liability for death or personal injury resulting from negligence or any other liability of ZOOCars which cannot be excluded as a matter of law.

ALL PRICES STATED INCLUDE VAT.

THESE TERMS AND CONDITIONS FORM PART OF THE RENTAL AGREEMENT

The above T&C's will be printed on your signed Rental Agreement in font size 5 for convenience reasons. You can request a copy of these T&C's to be sent to you in a font size 12 or larger upon request.