Intentionally Blank

Intentionally Blank



Rental Agreement

Rental Agreement Number: 185762894



Contact Details

Avis Budget Uk Ltd Avis Budget House Park Road Bracknell, Berks RG12 2EW, GB Web www.avis.co.uk Reservations 0808 2840014

Breakdown 0800 200 888 or +44 121

275 3452

Personal Details

Name Hatcher, Kevin Address 19 Setter Combe

Warfield

Bracknell RG422FD. GB

Contact Number

Remarks CP1

Passport no ST

07771826156

CP1/ Preferred With Mra P STAFF

03445446041 Agreed Return Location

Start Location

Location Details

Bracknell

Bracknell

Unit 12B Western Centre Bracknell RG12 1RW, GB

03445446041

Opening Hours

 Sun
 Closed

 Mon-Fri
 0800-1800

 Sat
 0800-1300

Vehicle Details

Vehicle Type Ford Focus **Registration** GB WN19NKU

 Colour
 Grey

 Group Driven
 M

 Transmission
 Manual

 Fuel Type
 Unleaded

 Miles at Start/End
 13461

Fuel at Start



Your vehicle is located at

Rental Agreement Number 185762894



Prices subject to minimum of 5 rental days

Rental Information

 Start
 End
 Agreed Duration/ Charged

 Date/Time
 04 Oct 19 1715
 14 Oct 19 1230
 9 davs. 19.3 hours / 10 davs

Rental Costs Group C (£) Quantity Net Price VAT (20.00%) Gross Price Product 157.32 31.46 188.78

10 day group C rental, including Damage Waiver, Theft Protection and unlimited free mileage

40 % discount (on time and mileage only) -62.93 -12.58 -75.51

Estimated Total Charges 94.39 18.88 113.27

Notes Conditions

£2.91 Excl Tax

Damage/Theft Excess £1000.00
Damage processing fee: £66.00 Incl. Tax

Fuel price per litre

Additional Information

Reservation # 20472725GB0

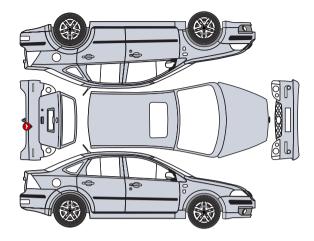
I authorise Avis Budget Group to ask DVLA for my driver record information where this is necessary for the purposes of allowing me to hire a vehicle. I understand Avis Budget UK Ltd may use an intermediary company, in this case BVRLA Ltd, to make the enquiry with DVLA on their behalf. I authorise and direct DVLA to disclose from its computerised register of drivers all relevant information including personal details, driving entitlements, endorsements details, disqualifications, and convictions. Medical information is not to be provided. This authority is limited to 30 days after I cease to hire a vehicle I have hired from Avis Budget UK Ltd. *BVRLA Ltd, Amersham, HP7 ODD

Vehicle Condition

Registration

GB WN19NKU







Scratch/Scrape

Payment Details

Credit Card: American Express XXX XXXX XXXX 1001 Expiry:02/23
Authorised date 04 Oct 19 Code 145764 Amount £313.27

Estimated amount due: £113.27

Important Information and Declaration

By signing this document you (i) confirm that all information you have provided is true, accurate and complete, (ii) understand and accept the terms of the contract in this language and (iii) agree to pay the rental costs plus any additional costs such as damage charges, parking or traffic fines or charges, and administration fees (the traffic offense administration fee is £30). You acknowledge that the vehicle is in the condition indicated.

You confirm that you have received all the contract documents: this Rental Agreement, the General Conditions of Rental and the Location Specific Conditions.

The person named on this contract must sign it and be the person who pays for the rental and the only driver of the vehicle (unless we authorise another person to drive). By signing this document you authorise us to carry out security and driving licence checks, debit your payment card for the full amount of the rental and for any other charges in accordance with the contract (and you confirm you have read, and consent to the relevant parts of, the Connected Cars Privacy Addendum in the General Conditions of Rental).

Signature X

Signature On File

Customer name: Hatcher, Kevin



Please ensure you have received a copy of the Terms and Conditions

1) Rental Agreement. The contract is with us, the provider of the vehicle as set out in the Location Specific Conditions, and you as named on the rental agreement.

Please read the General Conditions of Rental and the Location Specific Conditions, both of which are part of your rental agreement.

2) The Vehicle. We must provide the vehicle and all mandatory safety equipment ('vehicle') in a roadworthy condition, properly taxed and licenced. Within Europe, we must provide vehicles with mandatory third party liability insurance. The driver is not a third party for these purposes and is not covered by this insurance.

You must return the vehicle and optional extras in the same condition as provided, excepting fair wear and tear. Please check the vehicle thoroughly before you drive-away.

Please ask us to rectify the vehicle condition report if there is any unrecorded damage; if the fuel levels are marked incorrectly; if the vehicle registration, insurance certificates, incident report form or any mandatory safety or security equipment is not present in the vehicle.

- 3) Rental Period. You are responsible for the vehicle and any optional extras for the duration of the rental period:
- a) Your rental period starts when you pick up ('check-out') the vehicle and ends when we acknowledge that we have the vehicle and keys ('check-in').
- b) You must return the vehicle during office hours to a return agent at the agreed return rental location. If you choose to drop off the vehicle 'out of hours' or if you leave before we check-in the vehicle, you do so at your own risk and remain responsible until check-in.
- c) If you use the 'Delivery & Collection' service, you are responsible for the vehicle once we have left it for you until we pick-up the vehicle.
- 4) Costs. You must pay the amounts on the rental agreement for the vehicle and for any optional extras for the rental period, You must pay for any extensions to the rental period, including for optional extras that you agreed to. You must pay for theft and damage costs, specialist-cleaning charges, towing fees, toll charges, parking, traffic or other fines and charges and related administration and processing fees, if due in accordance with these terms and conditions.
- 5) Vehicle Use: You must: (i) exercise all reasonable care and skill when using the vehicle, (ii) use the vehicle according to the laws of the country in which you are driving, (iii) use the vehicle in a lawful manner and for lawful purposes, (iv) use the correct fuel, (v) lock the vehicle when you are not using it and ensure that all windows, roof openings, removable roof panels or hood are properly closed, (vi) stop using the vehicle immediately, if safe to do so, and notify us soon as you become aware of a fault with the vehicle.

You must not: (i) use the vehicle for any commercial purposes; for any motorsport (recreational or professional); or a related activity; off-road; tow another vehicle or trailer; transport flammable, explosive, corrosive or combustive materials, except for mineral essence oils or similar products as permitted by applicable law (or as set out in the Location Specific Conditions) and fuel or gas necessary for the operation of the vehicle; (ii) allow any person other than an authorised driver to use the vehicle.

You may only drive in the countries permitted by us. If you drive a vehicle having an EU member state registration outside the EU or a vehicle with a non-EU member state registration into an EU member state, you must not use the vehicle in the foreign country for longer than is allowed according to the applicable laws. Please see the Location Specific Conditions, ask the rental agent for more details or consult the relevant customs authorities.

6) Accidents, Theft and Damage. You must notify (i) the police immediately and (ii) us within 48 hours, if the vehicle has been involved in an accident or damage event, even if no third party was involved.

If the vehicle is lost, stolen or damaged you must, to the extent the law allows, **pay the excess stated in this rental agreement, any taxes and our damage- or theft-processing fee** (unless you have purchased additional waivers to further reduce your excess). **Your excess will not apply** in the circumstances set out in section 7 on Waivers.

We will try to recover the excess and other charges from the party at fault if you are able to show that the damage, theft or loss is not attributable to your fault, deliberate breach, fraudulence or gross negligence (to the extent such terms are used under the applicable law). To help us, **you must** provide us a properly completed incident report form, including the contact details of the other parties involved, within 48 hours of the accident. To the extent the law allows, **we will charge a fee to cover our costs in having to contact you to obtain a properly completed incident report form.**

You are not liable for any loss or damage charges to the extent attributable to our failure to maintain the vehicle or covered under a manufacturer warranty.

7) Waivers. Waivers reduce the amount you have to pay to the stated excess if the vehicle is damaged or stolen. Within Europe, our rates include a basic level of waiver and we will not charge you more than the stated excess plus taxes (if applicable and our damage- or theft- processing fee unless your excess does not apply. You can further reduce the excess by purchasing additional waivers.

Your excess will not apply if the loss or damage is attributable to (i) your deliberate or fraudulent act, omission or gross negligence (to the extent that such terms are used under the applicable law) or (ii) a deliberate breach of sections 5 (Vehicle Use) and 6 (Accidents, Thefts and Damage).

Rental Agreement Number 185762894



If your excess does not apply, we will be entitled to claim losses or damages against you in an amount equal to the severity of the negligence up to the full amount of the damage or loss we have incurred or will incur (whichever is the greater), to the extent allowed under applicable law.

- 8) Fines and Charges. You must pay for any parking charges or traffic fines incurred during the rental period related to your use of the vehicle. You must pay our processing fee to cover our time in dealing with these fines or charges, unless you are able to show that no loss or damage has occurred or if incurred, is significantly lower than the processing fee.
- 9) Fuel. You must bring the vehicle back with the same amount of fuel as was in the vehicle at time of pick-up unless you have purchased optional Fuel up Front. If you do not return the vehicle with the same level of fuel, you must pay for the fuel you have used at our 'Pay on Return' fuel rate.

If you drive less than the distance shown in the Fuel Charges section (EZ Fuel Charge) of your Location Specific Conditions and do not provide a fuel receipt, you must pay our EZFuel charge, unless you are able to show that no loss or damage has occurred or if incurred, is significantly lower than our EZ Fuel charge. If you have purchased optional Fuel Up Front, you do not need to fill the tank before you return the vehicle. **We do not refund for unused fuel** if you purchase optional Fuel Up Front, unless you return the vehicle with a full tank of fuel, in which case we will refund the Fuel Up Front charge.

10) Additional Drivers and Passengers. You are responsible for ensuring that any additional drivers you have added to the rental agreement or any passengers that you allow in the vehicle observe these terms and conditions. You are responsible for any costs or charges we incur because an additional driver or passenger does not comply with these terms and conditions.

Your excess may not apply if the loss or damage is because of the additional driver's passenger's deliberate or fraudulent act, omission or gross negligence (to the extent that such terms are used under the applicable law) or (ii) a deliberate breach of sections 5 and 6.

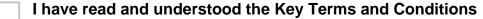
- 11) Changes to your Rental. You must pay for any increase in prices if you change the rental period or if you exceed the agreed mileage. You must pay a one-way fee if you return to a different location than the pick-up.
- 12) <u>Early Returns.</u> If you return the vehicle and any optional extras early, you will lose the benefit of any special offers if you no longer meet their requirements. This may result in the rental costing you more. **There is no refund for any unused days.**
- 13) Late Returns. Unless agreed differently, you must return the vehicle and any optional extras at the time/ date and location stated on this rental agreement. If you think you will be late, it is in your interest to request an extension from us. If you are late, you must pay for an extra day's rental for the vehicle and any optional extras plus a late return processing fee for each day/part of a day you are late. If you are late, on the third day after your return date, we will pre-authorise payment for an additional 5 days' rental charge on your debit card or, 10 days if you are using a credit card, at "pay at location" prices. If you return the vehicle within those 5 or 10 days (whichever applies), you will only be charged for your actual rental days, plus any other charges you owe us.
- 14) Pre-Authorisation. We pre-authorise an amount on your payment card. This holds an amount on your payment card so you should ensure there are sufficient funds available, as we will only process payment at the end of the rental. If you pay with another card, be aware it can take up to 28 days for your bank to release the 'Held' money back to you.
- 15) Payments. If you have chosen to pay in a currency other than this country's currency, we use an exchange rate based on the Citibank wholesale rate plus 4% and we perform the currency conversion.

When you sign the rental agreement, you are agreeing for us to charge all the costs you incurred during the rental period to your payment card.

- 16) Tracking. Vehicles may be fitted with geo-location systems and tracking devices to locate our vehicles in case a vehicle is stolen or not returned to the rental location, or to locate a vehicle in case of accident or breakdown.
- 17) Use of your personal information. We use your personal information to: (a) provide the rental services to you and (b) decide whether to provide future rental services to you. We will provide your personal information, to the extent the law allows and if necessary with your express consent, to:
- a) members of the Avis Rent A Car System, located within and outside of Europe, but only to the extent necessary to provide the rental services, and to Wizard Co. Inc., the owner of the reservation system, located in the United States of America, but only to the extent necessary to process your booking through the reservation system.
- b) enforcement / local authorities and parking companies if they have the right to that information and the law allows us to or to verify the validity of your driving licence.
- c) to third parties who act on our behalf in claims administration, in collecting monies that you owe us and in conducting customer surveys which we use for improving our services to you.

You have a legal right to access the personal information we hold about you (subject to payment of a fee, if allowed by law), and, if justified, you may to ask for any personal information to be corrected, modified, blocked or removed. The data controller is the vehicle rental provider, as named on this rental agreement.

- 18) Lost Property. We will do our best to contact you if we find any personal belongings in the vehicle. Any items containing personal or financial information will be disposed of within 28 days in accordance with our privacy policies and the General Conditions of Rental. All other items will be disposed of within 3 months.
- **19) Applicable law.** The applicable law governing the contract between you and us will be the law applicable in the country where you picked up the vehicle and where the rental agreement was entered into.



Intentionally Blank

Intentionally Blank