

Terms and Conditions

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DEFINITION OF PARTIES AND IDENTIFICATION OF PRINCIPAL OBLIGATIONS

1.1 THE BOOKING COMPANY. This is the Company named in the schedule which is responsible for booking, extending and terminating reservations on behalf of itself or any other party nominated by it as The Renting Company (as described in the schedule). It is responsible for paying for all charges relating to hires booked on behalf of itself or any such nominated party based on the terms and conditions contained in this contract and any rental agreement entered into with the Supplying Location. In the event of any conflict between these terms and conditions and the provisions of any such rental agreement, the terms of this agreement shall prevail.

1.2 THE RENTING COMPANY. This is the Company or individual who is renting the vehicle and is responsible for insuring the vehicle (unless insurance is purchased from the Supplying Location) whilst on hire under the terms of the rental agreement of the Supplying Location in respect of each hire. It is responsible for looking after the vehicle and ensuring it is returned in the same condition as when first rented. If the schedule attached hereto describes the Renting Company as various, the specific Renting Company's details must be provided at the point of reservation as that Company will enter into such a rental agreement.

1.3 SUPPLYING LOCATION. This is the Thrifty branch or the branch of a nominated agent of Thrifty which is responsible for delivering vehicles. They are also responsible for providing insurance to the Renting Company if required.

1.4 SCOT GROUP LTD T/A THRIFTY ("THRIFTY"). Thrifty is the Company responsible for accepting reservations, receiving extensions and terminations for reservations made by the Booking Company. In addition it is responsible for invoicing to and collecting payments from the Booking Company for such hires.

1.5 COMPANY. For the purposes of these terms and conditions, the term "Company" shall include individuals, partnerships, unincorporated associations and corporate bodies.

1.6 CENTRAL RESERVATIONS. Central Reservations is for the use of National Account Customers only – Local Account Customers should replace the references to Central Reservations with 'Local Branch'.

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RESERVATIONS

2.1 RESERVING VEHICLES. The Booking Company must make all reservations with Thrifty's Central Reservations or Implant on the appropriate Reservation number allocated to them.

The following information must be provided to enable Thrifty to provide the correct vehicle:

1. Account number
2. Order number
3. Booking contact
4. Vehicle group required
5. Name and address of the Renting Company
6. Driver name, address and contact telephone number
7. Length of time the vehicle is required including starting date and time
8. Confirmation of whose insurance is to cover the vehicle. All reservations requiring the Supplying Locations insurance must be confirmed in writing by fax or e-mail

2.2 CONFIRMATION OF RESERVATIONS. Upon receipt of the information in 2.1 above Thrifty will provide the Booking Company a reservation confirmation number. This number will either be 'Provisional' or 'Confirmed'.

2.2.1 Provisional ('TBA') Rentals. This means that the vehicle has been booked with an unknown termination date (i.e. on a to be advised ("TBA") basis). This vehicle will remain on hire until the Booking Company has been given a termination reference by Thrifty. It is the responsibility of the Booking Company to terminate the hire with Thrifty and receive a termination number. It is not the responsibility of Thrifty to check with the Booking Company if a hire is due to be terminated. Vehicles will therefore remain on rent until Thrifty receives notification of termination from the Booking Company and has provided a termination reference to the Booking Company.

2.2.2 Confirmed ('APU') Rentals. This means that the vehicle has been booked with a specific termination date and time. The vehicle will be automatically picked up on the date and time specified by the Booking Company when reserving the vehicle. The Booking Company will not be allocated a termination number when the rental end date and time is confirmed at time of reservation.

2.2.3 28 Day Confirmations. If a hire booked on a "Provisional" basis reaches 28 days, the Booking Company will receive an invoice for the 28 day period. Thrifty will use the original reservation number for the entire rental period. It is the renting company's responsibility to check rental vehicles for service intervals and advise Thrifty when a service is required.

2.3 VEHICLE GROUPS AND CHARGING. Thrifty will supply the Renting Company with a vehicle from the vehicle group requested. If this vehicle group is not available Thrifty will offer the Renting Company a vehicle from an alternative vehicle group and the Booking Company will be charged at the new group rate. If however a reservation has been confirmed, Thrifty agree to supply and charge for this group even if an upgrade has been given. Thrifty reserve the right to provide a free upgrade without notifying the Booking or Renting Company.

2.4 LEAD TIME FOR BOOKINGS. On vehicle categories M1-M5, Thrifty require two working hours notice to fulfil a booking. Therefore the Booking Company should book vehicles at least 2 working hours prior to the pick up or delivery time.

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VEHICLE DELIVERY

3.1 TIMING. Vehicles will be delivered by the Supplying Location at the time requested by the Booking Company or earlier. Penalties for late delivery will be as per the terms of our Service Charter. Thrifty shall have no further liability to the Booking Company, the Renting Company or the Renting Company's driver in respect of any such late delivery.

3.2 ATTENDED DELIVERIES. The Renting Company's driver must sign a rental agreement and a vehicle condition report at the start of the hire. If nobody is available to sign for the vehicle then the procedures in 3.3 apply.

3.3 UNATTENDED DELIVERIES. It is not the policy of Thrifty to encourage unattended deliveries as this can lead to damage disputes and insurance liability issues. In the event nobody is available to sign for the vehicle, the Supplying Location may contact the driver and/or the Booking Company and request them to locate an appropriate signatory.

If no signatory is made available upon delivery, Thrifty and/or the Supplying Location reserve the right not to leave the vehicle and will not be liable for any costs or inconvenience caused by not delivering the vehicle. Where the Supplying Location has left the vehicle unattended, a note will be left in the vehicle advising the driver to check the vehicle condition and ensure all damage on the vehicle is the same as that noted on the vehicle condition report left in the vehicle.

The driver should carefully inspect the vehicle and advise the Supplying Location immediately if they discover any damage on the vehicle which is not noted on the vehicle condition report by telephoning the appropriate number shown on the form.

If this is not done within 2 working hours following the requested delivery time, the driver, on behalf of the Renting Company will be deemed to have accepted the vehicle in the condition noted on the vehicle condition form and will be liable for subsequent damage incurred.

Please note that the absence of a driver signature on a rental agreement as a result of an unattended delivery cannot be used as a reason to dispute insurance cover and/or rental agreement terms and conditions. All terms and conditions of the rental agreement still apply.

3.4 ABORTIVE DELIVERIES. If the Supplying Location has set off to deliver the vehicle at any time up to 2 working hours prior to the requested delivery time, and the vehicle is subsequently cancelled, there will be an abortive delivery charge as specified in the schedule of charges plus the cost of any delivery and collection mileage and fuel that are related to the reservation. Thrifty will also charge for an abortive delivery if a vehicle has been delivered from the correct vehicle group and the driver then refuses to accept the vehicle for reasons of personal preference.

If a Supplying Location has agreed to meet a driver at a certain time and place and the driver is not available, the Supplying Location will wait a maximum 15 minutes after which time they will return to the Thrifty location and abortive charges will apply. These charges will apply even if the hire commences at a later date and time.

3.5 DELIVERY AND COLLECTION CHARGES. The agreed delivery and collection charges are set out in the rates schedule. All charges will be automatically invoiced and do not need to be pre-agreed with the Booking Company at the point of reservation. Delivery mileage distances are calculated using postcodes and the delivery distance is defined as the distance between the nearest Thrifty Location and the actual delivery address. Additional charges for tunnel and bridge tolls may be applicable to the delivery/collection but will be advised at time of reservation.

3.6 OUT OF HOURS DELIVERIES. The charge for out of hours deliveries is set out in the schedule. Thrifty's office hours are:

Monday – Friday	8AM – 6PM
Saturday	9AM – 12 NOON
Bank Holidays and Sundays	CLOSED

3.7 AIRPORT & PREMIUM LOCATIONS. There is a surcharge levied on hires picked up in terminal from UK Airports and selected city locations. This charge is set out in the rates schedule. As an alternative to an in terminal pick up, Thrifty offer a meet and greet service, the charge for which is set out in the schedule.

3.8 CANCELLATION CHARGES FOR SPECIALIST VEHICLES. Thrifty charge a cancellation fee on certain specialist vehicles if the reservation is cancelled within 48 working hours of the requested reservation start time. This cancellation fee is the equivalent of one days hire charge. The vehicles subject to a cancellation fee are vehicle groups M6, A7, A8, F6, F7, P1, P4, B7, B9, B15 and B17.

3.9 WALK-IN COLLECTIONS. If a driver wishes to walk into a location to collect their vehicle they will be required to provide three forms of identification. One of these must be the driver's credit card and one must prove he/she works for the Renting Company.

4 EXTENSIONS

It is the responsibility of the Booking Company to extend hires with Thrifty's central reservations department or implant and vehicles cannot be extended direct with the Supplying Location. If a vehicle has been booked on a "to be advised" basis (i.e. Provisional reservation confirmation), and the provisional termination date has arrived, the period of hire will be automatically extended until such time as the Booking Company terminates the hire in accordance with section 5 below. Please note it must be the Booking Company and not the driver who must extend a hire with Thrifty Central Reservations.

5 TERMINATIONS

5.1 NOTIFICATION OF TERMINATION. In order to terminate a hire the Booking Company must notify Thrifty Central Reservations, or the implant, within office hours who will issue the Booking Company with a termination number. The driver, Renting Company or Booking Company can only terminate a hire direct with the Supplying Location if they are set up as a LOCAL ACCOUNT. No customer is allowed to terminate a hire out of hours which has not been agreed within office hours.

For NATIONAL ACCOUNTS – even if the Booking Company or Renting Company or their driver return a vehicle to the Supplying Location, the vehicle will remain on hire until Thrifty has provided a termination reference through Central Reservations to the Booking Company.

5.2 ABORTIVE COLLECTIONS. Where the Supplying Location has endeavoured to pick up a vehicle as per the Booking Company's instructions and the vehicle is not available, there will be an abortive collection charge as set out in the schedule. Where the Supplying Location has gone to collect a vehicle and the vehicle is not available for collection, the Supplying Location will wait up to a maximum 15 minutes for a vehicle to be made available, after which an abortive collection charge will apply plus any collection charges. Where an abortive collection has occurred the hire end time shall become the time at which the vehicle is eventually made available for collection. Changes to termination times cannot be made within 2 working hours of the agreed termination time or an abortive charge, plus any collection charges, may be incurred if a location has left to collect the vehicle.

5.3 ATTENDED COLLECTIONS. The driver of the vehicle or an authorised employee of the Renting Company should be available to sign a vehicle check in form at the end of the hire which records the vehicle condition and fuel levels.

5.4 UNATTENDED COLLECTIONS.

5.4.1 Thrifty require that the driver is present when the vehicle is collected. Therefore unattended collections must be agreed in advance.

5.4.2 If a driver leaves a vehicle requiring an unattended collection, the driver has a duty to pay for the parking and to park the vehicle in a safe and legal position. If a vehicle attracts a fine, or is towed away as a result of the driver failing to park the vehicle in a safe and legal position then all charges relating to the recovery of the vehicle and/or settlement of a fine, plus an administration fee, as detailed in the schedule of charges, shall be charged to the Booking Company.

5.4.3 If a vehicle is off hired and left unattended in a place where the Supplying Location is unable to uplift the vehicle (e.g. left in a locked up car park), the vehicle will remain on rent until such time as the vehicle is made available for collection.

5.5 KEY POLICY ON UNATTENDED COLLECTIONS. If the driver is not present when the vehicle is to be collected he/she must contact central reservations and agree where the keys are to be left. If the driver fails to contact Thrifty and does not agree where the keys are to be left, the driver and/or Renting Company will be fully liable for all losses incurred by Thrifty and the Supplying Location, including all losses as a result of the vehicle being stolen or damaged. Keys must be made available at all times from termination of the hire until collection. If the keys are not made available and a location arrives to collect a vehicle then an abortive charge will be made plus any collection charges and the hire end time shall become the time at which the keys are eventually made available.

5.6 GRACE PERIOD. Vehicles must be made available for collection at the agreed time. On "TBA" reservations, Thrifty allow one hours grace for late returns before charging an extra days hire charge. There is no grace period on "APU" reservations.

5.7 COLLECTIONS DURING TIMES OF POOR VISIBILITY. If a vehicle is collected when visibility is poor and it is difficult to ascertain the correct vehicle condition with regard to damage (e.g night time, significantly dirty vehicle, vehicle covered with snow or rain) the following procedures shall apply. The Supplying Location shall note on the vehicle check in sheet 'unable to evaluate vehicle condition'. The Supplying Location will then notify the driver (if possible) and Thrifty, who will in turn then notify the Booking Company, of any subsequent damage found, having cleaned and checked the vehicle, within 24 hours from returning to their branch.

5.8 DAMAGE IDENTIFIED WHEN DRIVING THE RETURNED RENTAL VEHICLES. Occasionally a vehicle may look undamaged but damage becomes apparent when the Supplying Location drives the vehicle back to their branch. Providing the damage was not visible upon collection, and was only apparent upon driving the vehicle, even if the vehicle check in has been signed with no damage, the Supplying Location remains entitled to make a claim for damage repair.

5.9 CLEANING SURCHARGE. Thrifty reserves the right to charge an appropriate cleaning surcharge if the vehicle has been returned with a significantly dirty exterior and/or significantly dirty or unpleasant smelling interior.

5.10 UNAUTHORISED EXTENSION BY DRIVER. If the Booking Company terminates a hire and the driver fails to return the vehicle for any reason at all, then the vehicle remains on hire until such time as the vehicle is made available for collection. If the Booking Company requires Thrifty to repossess the vehicle against the driver's wishes, then a repossession charge is levied on every attempted repossession as set out in the Schedule of Charges. If the vehicle is ultimately stolen by the driver a claim for the stolen vehicle will be made against the Renting Company and/or their insurer.

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INSURANCE

6.1 SUPPLYING LOCATIONS FULLY COMPREHENSIVE INSURANCE

6.1.1 In order to use the Supplying Location's insurance the Booking Company must request this at the time of reservation. If the Booking Company normally hires vehicles on their own insurance but wish to use Thrifty's insurance for a particular hire, this must be made in writing.

6.1.2 Fully Comprehensive Insurance is purchased from the Supplying Location at the agreed rates on the rate sheets. The driver/Renting Company must be aware that there is an excess on the insurance policy as stated in the schedule. Excess is liable for payment for each individual damage incident on one vehicle. If the excess is not billed to the account then the driver will be required to leave a credit card deposit to cover this excess in the event of damage to the vehicle. There is a charge for each additional driver as detailed in the schedule of charges.

6.1.3 If the Renting Company wishes to use the Supplying Location's insurance, a full valid driving licence will be required to be shown by the driver to the Thrifty representative at the point of delivery of the vehicle. Drivers using the Supplying Locations insurance need to provide 3 forms of identification, one of which must be the driver's Driving Licence (if a new Licence both parts must be produced) the other two forms of identification must be current utility bills. In addition, at least one of the 3 identification items must contain the driver's current home address. Overseas drivers using the Supplying Location's insurance may be required to show their passport. Under no circumstances will a vehicle be delivered on the Supplying Location's insurance until their representative is satisfied with the required identification provided by the driver. In the event that the Supplying Location is unable to leave a vehicle with a driver due to inadequate identification being provided, abortive delivery charges will apply.

6.1.4 The driver should be aware that certain endorsements, professions, accident history and how long they have held a driving licence may make them ineligible for the Supplying Location's insurance and the Booking Company should make the driver aware of this possibility. If the Renting Company's driver has any questions with regard to insurance they should ask Thrifty Central Reservations at the time of reservation. These may vary from time to time depending on which Supplying Location provides the vehicle. In the event that the Supplying Location is unable to leave a vehicle with a driver due to the driver having endorsements which make them ineligible to drive, abortive delivery charges will apply.

6.1.5 In the event of a vehicle being involved in an accident the Booking Company undertakes to allow Thrifty direct access to the Renting Company's driver to discuss the damage. The Renting Company must ensure that their driver signs appropriate accident report forms and provides the Supplying Location with every assistance in making an insurance claim.

6.1.6 If the Supplying Location does not wish to rent a vehicle to an individual because they are unhappy with the insurance risk it presents (e.g. if they are unhappy with the area where the vehicle is to be left overnight), Thrifty reserve the right not to accept or fulfil a booking.

6.1.7 All negligent damage will be charged in full to the Booking Company/Renting Company or Driver. Negligent damage includes overhead damage, damage to tyres, punctures, wing mirrors, wheel trims and all interior damage including cigarette burns and radio theft where anti theft radio fronts have not been appropriately removed. Should a radio theft occur the anti theft radio front must be produced by the driver. All negligent damage is excluded from the Supplying Locations insurance. Damage to windscreens and glass is also not covered unless specific cover is purchased at the time of hire.

6.1.8 Certain Supplying Locations may sell or offer additional optional insurance such as Damage Excess Waiver and Personal Accident Insurance. If the driver agrees to purchase either of these insurances at the start of the hire, they will be charged to the driver's credit card or the Renting Company as appropriate.

6.2 RENTING COMPANY'S OWN INSURANCE. If the Renting Company wishes to use their own insurance, a valid fully comprehensive insurance policy must be in place and a copy of their insurance certificate must be provided to Thrifty. If the vehicle is to be covered on the Renting Company's insurance, cover must be provided from the point the vehicle is signed for, or, in the event of an unattended delivery, from the time of delivery. The vehicle remains on the Renting Company's insurance until the Supplying Location collects the vehicle.

In addition to collision damage liability the Renting Company is responsible for all other repair costs including repairs of dents, scratches, windscreen chips, stone chips, broken wheel trims, punctures, cigarette burns and all internal damage. By entering into this agreement, the Booking Company confirms to Thrifty that they have checked the Renting Companies on whose behalf they are booking vehicles have valid insurance in place and that if the Renting Company has third party cover only, they have sufficient financial ability to pay for own fault claims. The Booking Company agrees that they will give Thrifty every assistance in resolving damage disputes with the Renting Companies. The failure of a driver to complete an accident report form cannot be used as a reason for delaying payment. The Booking Company indemnifies Thrifty and the Supplying Locations against all costs, losses and expenses incurred by Thrifty and the Supplying Locations should the insurance arranged by the Renting Company fail to cover any such damage or loss for any reason whatsoever or should the Renting Company refuse to pay for the damage.

Thrifty are not responsible for insuring the vehicle if it is delivered to/collected from the customer by a garage or bodyshop.

6.3 INSURANCE ARRANGEMENTS FOR DELIVERIES TO AND COLLECTIONS FROM BODY SHOPS/GARAGES. If the Booking Company requests a vehicle to be delivered to a Body Shop/Garage and requires the Supplying Location to collect such vehicle from a Body Shop/Garage, the Renting Company remains fully liable for insuring the vehicle from the point at which the vehicle is delivered until such time as the Supplying Location collects the vehicle. In addition, the Renting Company must accept the vehicle condition assessment on the vehicle check in sheet signed by the body shop upon collection. In the event that the vehicle is damaged or stolen then the Supplying Location will seek to recover all costs from the Renting Company and will not enter into any arrangement with the Body Shop to recover costs as they have no contractual relationship with any such Body Shop. Drivers who ask vehicles to be delivered to and collected from a Body Shop do so entirely at their own risk.

6.4 CLAIMS PROCEDURES

6.4.1 Damage claims will be reported to the Booking Company within 5 working days from the end of hire. The Booking Company must provide Thrifty with the Renting Company's details within 24 working hours from the time requested.

6.4.2 Upon receipt of the Renting Company's insurance details, Thrifty will write to the Renting Company with the claim details.

6.4.3 The following information will be provided to the Renting Company to substantiate a damage claim:

- a) On repairs over £150 in value, one body shop estimate based on Thatcham repair times.
- b) On claims under £150 in value, one copy of the suppliers invoice or estimate will be submitted.
- c) Copies of the vehicle condition reports completed at the start and end of hire.
- d) A loss of use justification form if appropriate.

6.4.4 On claims with a labour content of under £250, the Supplying Location will always proceed with the repair immediately in order to minimise the loss of use costs.

6.4.5 If the labour content on repairs is over £250, Thrifty will organise an independent engineer to inspect the vehicle to ensure the repair estimate is accurate and the cost of such engineer will be charged on to the Renting Company as part of the claim.

6.4.6 If there is damage identified on a vehicle on an unattended collection the Supplying Location may at its discretion not move the vehicle until the driver or a representative from the Renting Company acknowledges and/or signs for such damage. If the Renting Company or its driver refuses to sign for damage the vehicle will then be uplifted by the Supplying Location and the damage will be reported following the normal claims procedures. Neither the Booking Company, nor Renting Company, nor Renting Companies driver can dispute liability if they have failed to take the opportunity to inspect the vehicle prior to it being uplifted by the Supplying Location or refused to sign for damage.

6.4.7 Thrifty charge the Renting Company a Claims Administration Fee to contribute towards the costs of administering the claim. The Claims Administration Fee is set out in the schedule.

6.4.8 All invoices to the Renting Company relating to damage claims must be settled within 7 days from the date of invoice. If the Renting Company is unable to pay the damage invoices for any reason including liquidation, receivership or financial hardship, the Booking Company shall become liable to pay for all outstanding damage invoices.

6.4.9 Should a non-Thrifty sub-contractor be used to fulfil a booking then some of the timescales above may differ.

6.4.10 In the event of a dispute between the Booking/Renting company and the Supplying Location Thrifty will not be responsible for any legal or financial costs.

TO AVOID DAMAGE DISPUTES THRIFTY RECOMMENDS THAT ALL HIRES ARE ATTENDED AT BOTH DELIVERY AND COLLECTION.

6.5 LOSS OF USE. Where damage to a vehicle results in the vehicle being off the road for more than 24 hours, loss of use will be charged to the Renting Company. This includes vehicles written off. The Booking Company must advise the Renting Company of the loss of use charge rate and procure payment of such charges. The loss of use period shall be defined as the period from the time and date the damage was notified or identified up to the time and date the vehicle is returned to the Supplying Location by the repairing body shop. The loss of use rate is the prevailing full daily rate of the rental.

6.6 STOLEN AND WRITTEN OFF VEHICLES. If a vehicle is stolen or written off whilst on the Renting Company's own insurance, hire charges still accrue at the prevailing full daily rate until the vehicle is either returned or until payment for the full value of vehicle, including the excess, has been received by the Supplying Location from the Renting Company or their Insurers.

6.7 VEHICLE REPAIRS ARRANGED BY THE RENTING COMPANY. In order to ensure the repair standards are to the satisfaction of Thrifty, Thrifty do not permit the Booking Company or Renting Company to repair damage to a Thrifty vehicle.

By exception Thrifty may permit the Renting Company to complete a repair but only upon written confirmation of permission to do this from Thrifty's Insurance Department.

6.7.1 Procedures governing unauthorised repairs. In the event that a Booking Company or Renting Company repairs a Thrifty vehicle without written authorisation, The Renting Company indemnifies Thrifty against all costs and losses incurred by Thrifty or their Supplying Locations as a result of a sub standard repair, including the cost of repairing the vehicle to an acceptable standard again.

6.7.2 Procedures governing authorised repairs. The vehicle shall remain on rent until the vehicle is returned to the Supplying Location and the Supplying Location is fully satisfied with the quality of the repair. In the event it transpires that the repair was of a poor quality, which will be verified by an independent inspector, then Thrifty and/or their Supplying Location shall recover all costs and losses incurred by them from the Renting Company in making good the poor repair arranged by the Renting Company.

6.8 BOOKING COMPANY TO NOTIFY RENTING COMPANY. The Booking Company shall, before any hire by a Renting Company, draw attention to the Renting Company the terms of this clause 6 and shall procure the compliance of that Renting Company with the procedures set out in this clause.

7 ONE WAY HIRES

One way surcharges, where applicable, are set out in the rate schedule and apply to any vehicle being dropped off more than 30 miles away from the location which delivered the vehicle.

8 PARKING FINES, CONGESTION CHARGES AND FIXED PENALTY NOTICES

If Thrifty or the Supplying Location receives a parking fine or congestion charge fine incurred when the vehicle was on rent to the Renting Company, at their own discretion Thrifty will pay the fine and recharge the Booking Company for the cost of the fine plus an administration fee as set out in the schedule of charges.

The Renting Company and/or their driver is responsible for all fines and car parking charges incurred until the vehicle is collected. The Booking Company will indemnify Thrifty against all costs and losses incurred by the Supplying Location and/or Thrifty due to the Renting Company or its driver failing settle any parking fines or fixed penalty notices issued under any appropriate Road Traffic Legislation.

Thrifty will pay the congestion charge on the first day of the rental if the vehicle is delivered into the congestion zone – this will be rebilled on the invoice. It is the customers responsibility to pay congestion charges on all other days. If a vehicle is collected the day after termination then the congestion charge will also be paid by Thrifty and billed on the rental invoice.

9 VEHICLES TAKEN OVERSEAS

The Renting Company must obtain prior approval for a vehicle to be taken abroad and the Renting Company will have to pay a surcharge as set out in the schedule of charges. The Booking Company must purchase overseas breakdown cover including cover for repatriation costs of the vehicle to the UK. If the Supplying Location is to arrange this they must be advised at the point of booking the vehicle. If Thrifty discover that a vehicle has been taken overseas without authorisation it will be subject to the overseas surcharge and a £100 excess rental penalty charge.

10 INTERNATIONAL HIRES

Thrifty can arrange international vehicle rental. All such hires must be pre-booked at least 72 hours in advance, and the international Supplying Locations insurance must be purchased.

11 FUEL CHARGES

11.1 FUEL TO COMPANY. Vehicles will be delivered to the Renting Company full of fuel, less any fuel used in delivering the vehicle, and vehicles must be returned full of fuel. If a vehicle is not returned full of fuel the Supplying Location will levy a refuelling charge as set out in the rates schedule. This refuelling charge includes the cost of fuel used in collecting the vehicle from the Renting Company's termination point and bringing it back to the Supplying Locations premises (up to a maximum of 50 miles). The refuelling rate in the schedule is exclusive of V.A.T and is subject to change without notification.

11.2 FUEL TO DRIVER. If it has been agreed that the Supplying Location will charge the driver direct for any re-fuelling charges then the driver must provide a credit card or cash deposit at the start of the hire to cover any re-fuelling charge at the end of hire. The deposits are:

Cars	£95
Commercials up to 7.5 tonnes	£125

In the event that the driver is not able to provide the Supplying Location with the appropriate deposit, will not be left or the Booking Company must pay these charges on behalf of the Renting Company's driver or the vehicle will not be left.

12 EXCESS MILEAGE CHARGES

The monthly mileage allowances are set out in the rate schedule and excess mileage rates vary by vehicle group.

Excess mileage charges will be charged at the end of the rental period or on a long hire over 28 days, at the point the last 28 day hire ends.

Thrifty reserve the right to either terminate the hire or charge excess mileage on rentals of less than 1 month duration where the driver is covering in excess of 750 miles per week.

13 RIGHT TO CHANGE-OVER VEHICLES

The Supplying Location has the right to change-over a vehicle during the hire by giving 48 hours notice to the driver. Reasons for such a changeover include, but are not limited to:

- * the vehicle is incurring high mileage.
- * the vehicle is due for service.
- * the vehicle is due to be defleeted.

Vehicles must be changed over at the initial delivery address or an alternative address agreed with the Supplying Location. If the customer requires the changeover to occur at an address different to the delivery address, there may be a charge for changing over the vehicle. Vehicles must be refuelled prior to change over or be subject to Thrifty's refuelling charges.

If the driver fails to agree a changeover within 4 days of the date requested by the Supplying Location, there will be a surcharge equivalent to 50% of the prevailing rental rate.

14 MILEAGE AND VEHICLE CONDITION DURING THE HIRE

It is the responsibility of the driver to ensure that tyre pressures, oil and water levels are appropriately maintained for the duration of the hire and the Renting Company will be responsible for all repair and damage costs incurred by the Supplying Location as a result of the driver failing to maintain appropriate tyre pressure, oil and water levels commensurate with usage.

It is also the driver's responsibility to ensure that they advise Thrifty of the current mileage at the end of every month and that the service intervals are adhered to. Thrifty must be notified at least 1000 miles before the service is due. Failure to notify may result in the booking company being charged for manufacturer penalties.

If a vehicle is damaged as a result of poor driver maintenance, or as a result of a driver failing to adhere to the vehicle warning signals (E.g. ignoring an oil light resulting in engine seizure), then the normal damage and loss of use procedures apply. This includes damage arising from drivers putting the wrong fuel into a vehicle.

15 VEHICLE MISUSE

You must not use the vehicle or allow it to be used off road or on roads not suitable for the vehicle. You should also not allow the driver to drive in restricted areas or for driver training activities. If upon collection of the vehicle and upon subsequent investigation it transpires that vehicles have been misused, e.g. vehicles inappropriately taken off road, tyre wear and tear not commensurate with mileage, then Thrifty reserve the right to levy appropriate reasonable charges to cover out-of-pocket expenses.

16 LOST KEYS

If the driver fails to return the keys to the Supplying Location, the Renting Company will be charged all reasonable costs incurred by Thrifty together with the costs of replacing such keys plus an administration fee as set out in the Schedule of Charges.

17 P11D VALUES/CO₂ EMISSIONS

Thrifty will provide the Booking Company and/or Renting Company with the Vehicle Make, Model, Registration number, delivery cost, CO₂ emissions and year of registration. It is the responsibility of the Renting Company to update the Motor Insurer's Database.

18 CUSTOMER CARE

18.1 REVIEW MEETINGS. Thrifty will meet the Booking Company on a regular basis to review the service it is receiving.

18.2 COMPLAINTS. If you have a complaint of any description please speak to your Account Manager in the first instance who will quickly address the problem.

19 RATES & PROFILE OF BUSINESS

19.1 Rates are exclusive of VAT, Insurance and Registration and Road Fund Tax Recovery Fee.

19.2 The Booking Company agrees to keep these rates confidential.

19.3 All rate changes must be agreed in writing, including circumstances where the Booking Company has agreed a special rate for a special hire that is different to the standard rates agreed on the rate schedule. In the event of a dispute on verbally agreed rates, the latest written agreed rates will apply at all times.

19.4 If tax rates increase, Thrifty will increase their rates in line with such tax increases.

19.5 If the profile of the business varies widely from that originally discussed and agreed then Thrifty reserve the right to renegotiate the rates and/or other additional charges in line with the new profile.

20 INVOICING AND CREDIT TERMS

20.1 INVOICING. Thrifty will invoice the Booking Company upon termination of the hire or at 28 days from the hire start date, whichever is soonest.

20.2 CREDIT FACILITY AND CREDIT TERMS. Thrifty will provide the Booking Company with a credit facility with an agreed limit. This credit limit will be confirmed in writing to the Booking Company along with notification that the account is open.

Credit terms are strictly 30 days from the date of invoice. Thrifty reserve the right to withdraw the credit facility at any time by giving written notification by recorded delivery to the Booking Company or Renting Company. If the credit facility is withdrawn, then all invoices become immediately due and payable in full. These credit terms also apply to damage charges.

If the value of invoices issued, together with the estimated value of open hires, exceeds the credit limits or if the Booking Company is not settling invoices within 30 days or if Thrifty have reason to believe the Booking Company will not be able to meet its obligations to Thrifty, Thrifty reserve the right not to accept further bookings from the Booking Company.

All late payments will be subject to a penalty interest charge of 4% above bank base rate calculated on a daily basis. It is the responsibility of the Booking Company to settle all charges in relation to the hire of vehicles by the Renting Company (except by specific agreement damage charges where the Renting Company may be invoiced direct.)

20.3 CREDIT CARD PAYMENT ACCOUNTS. If Thrifty has agreed for payments to be made by credit card and the credit card charges are not accepted by the credit card company, the Booking Company shall be liable to pay all rejected charges, including damage charges and fines.

20.4 INVOICE QUERIES. Thrifty will only accept queries which are raised within 30 days. No invoice queries will be considered after 30 days from the date of invoice.

20.5 CREDIT TERMS ON DAMAGE REPAIR INVOICES. All damage invoices raised to the Booking Company are on the normal 30 day credit terms. If the Booking Company and Renting Company are different entities then charges for damage invoiced directly to the Renting Company are to be settled with 7 days of the date of invoice as Thrifty do not have credit terms with such Renting Companies.

20.6 DIRECT DEBITS. Accounts on a Direct Debit arrangement agree to credit terms of an average of 45 days. Payments will be collected at the end of the month following the month of termination of the rental.

20.7 SCHEDULE BILLING. All Schedules bills must be paid in full and queries will be resolved and credited the following month. Failure to pay a schedule in full will result in this option being removed and individual invoices will be issued.

21 SCOPE OF THIS AGREEMENT

Thrifty requires that these terms and conditions are signed before any hires take place. In the event of any hire being transacted prior to the signing of this agreement, all the terms of this agreement shall apply.

22 VARIATIONS TO THIS AGREEMENT

All the terms and conditions outlined in this document will apply at all times unless otherwise agreed in writing by Thrifty. Thrifty reserve the right to amend the procedures and/or charges set out in this agreement from time to time. Such changes to the procedures and/or charges will be notified to the Booking Company in writing.

23 SCHEDULE OF CHARGES (Excluding VAT)

1. Abortive Delivery/Collection Charge	£25.00	7. Overseas Surcharge (daily rate)	50%
2. Repossession Charge	£100	8. One way charges	
3. Replacement keys – charge of replacement + admin charge	£35.00	Pre booked	£35.00 – Cars only
4. Fines Administration Charge	£35.00	Non-pre booked	£
5. Claims Administration Fee		Commercial & Minibuses/People Carriers	Price on application
Claims Under £200.00	£25.00	9. Additional drivers on CDW hires	£5.00 per day
Claims Between £200.00 – £499.00	£37.50	10. Child Seats/tow bars	£4.00 per day
Claims Over £500.00	£47.50		
6. Airport and downtown Meet and Greet Service	£40.00		

24 AGREED BUSINESS PROFILE

- 1. Revenue per year.....
- 2. Average rental length
- 3. % Airport hires (maximum)
- 4. % Out of hours (maximum)
- 5. % 1-2 day hires (maximum)
- 6. % One ways (maximum)

25 DECLARATION

I am a duly authorised representative of the Booking Company described below and sign to accept in full the terms and conditions and charges described in this document for the period shown.

Signed Date

Print name.....

For and on behalf of the Booking Company

Terms and conditions valid from..... until further notice.

Signed for Thrifty..... Date