

Isle of Man Rent a Car rents the vehicle (including any replacement vehicle) to Renter subject to the terms and conditions set out both on the front page and below. This agreement is with Isle of Man Rent a Car Limited.

TERMS OF RENTAL

It is important that the customer (you) read and understand these terms before you sign the Rental Agreement, or, if you do not sign a Rental Agreement, before the rental detailed in the Rental Agreement commences. These are the terms under which the vehicle is rented to you by us and on which any insurance cover is provided for you by us. If you are signing the Rental Agreement for somebody else (for example your employer), you must tell us before you sign it. By signing for someone else, we will be entitled to assume you have their agreement to commit them to follow these terms and to pay all the charges and other monies. If you are not authorised to sign for someone else you will be responsible as if you signed the Rental Agreement in your own name.

Where insurance is being provided for you, please read the following carefully:

- The insurance cover may be cancelled if you have given any false information:
- Only drivers we have first approved are covered by insurance:
- The insurance cover can end if you do not return the vehicle to the agreed place at the agreed time.

1. Our Charges

- 1.1 You must pay us the rental charge, inclusive of any insurance provided by us pursuant to paragraph 2.1 and all other charges including refuelling shown on the Rental Agreement, plus any Value Added Tax (VAT). If you do not pay us money you owe us on time we will charge you interest until you do. We will charge interest at 4% per annum above Yorkshire Bank base rate. You will also have to pay the losses and costs we run up whilst we are preparing, carrying out or trying to enforce these terms.
- 1.2 An Additional Driver charge will apply to any other person approved by us in writing to drive the vehicle in addition to you. A Young Driver Surcharge will apply to any person over the age of 23 but under the age of 25 who is approved by us in writing to drive the vehicle.
- 1.3 Any charges as shown in Clause 3.1.

2. Insurance

- 2.1 Except where we have agreed you may arrange your own insurance under paragraph 2.4, we will provide you with the third party cover ("TPC") which the Road Traffic Act 1998 requires you to have. TPC provides you with unlimited cover against claims relating to bodily injury or death arising from your use of the vehicle, together with £250,000 cover for property damage.
- 2.2 Personal Accident and Effects Cover ("PAI") is an optional extra protection, which covers the driver and passengers whilst in the vehicle against accidental death, injury and medical expenses during the rental and is available for an additional charge. This option also includes protection against theft or other loss or accidental damage to personal effects in the vehicle during the rental. This protection does not cover the first part of any claim. Full details of the amount you must pay and of the protection and current charges are available on request.
- 2.3 It is important you and anyone else we authorise to drive the vehicle understand that you are bound by and accept the terms and conditions of any insurance policy which we provide for you. Copy Policies are available on request.
- 2.4 You can arrange you own fully comprehensive insurance but you must have our permission in writing first and you must provide us with a valid cover note before the rental commences. Full details are available from our Head Office.

3. Liability

- 3.1 The insurance provided in accordance with the Road Traffic Act (mentioned in paragraph 2.1) only provides cover against your liability to third parties in the terms set out in the Policy, a copy of which is available on request. For example, it does not cover:
 - o- theft of the vehicle, or damage due to the theft or attempted theft of the vehicle, its parts or accessories:
 - o- theft of any property in the vehicle:
 - o- damage to the vehicle, its parts or accessories:
 - o- any financial loss we suffer because we cannot use the vehicle for our rental business as a result of theft or other loss or damage:

therefore you will have to pay to us the full value of any loss or damage to the vehicle, its parts and accessories and any financial loss we suffer because the vehicle is stolen or damaged and we cannot use it, together with any towing or storage costs. Loss of revenue charges for vehicles will be applied at the daily rental rate prevailing by the number of days (or proportion of days) the vehicle is unavailable for use. You may have to pay the full replacement value of the vehicle plus costs and loss of revenue. The following paragraphs explain the options which are available to you to reduce this liability.

- 3.2 The following optional waivers are available to you:
 - Damage Waiver ("DW"). DW relieves you of liability, save for that incurred through your negligence, (above the Current Excess Amount) for the full value of any damage to the vehicle, its parts or accessories during your rental.
 - Theft Waiver ("TW"). TW relieves you of liability, save for that incurred through your negligence, (above the Current Excess Amount) for the full replacement cost of the vehicle, its parts or accessories, arising from theft or attempted theft during your rental.The rental agreement shows which waiver options you have chosen. You are advised that the aforementioned waivers may be invalidated if you fail to take reasonable measures for the safety or security of the vehicle, its parts or accessories, or fail to comply with all the restrictions on the use of the vehicle or otherwise abuse or misuse it. This most specifically includes keeping the keys to the vehicle in a secure place at all times.
- 3.3 You hereby authorise us to automatically charge to you or debit your credit or charge card with the Current Excess Amount if there is any loss or theft or damage (irrespective of fault or the extent of that damage).
- 3.4 The Current Excess Amount in respect of DW or TW may vary from time to time. DETAILS OF THE CURRENT EXCESS AMOUNTS WILL BE AVAILABLE FROM OUR RENTAL STATION WHEN YOUR RENTAL COMMENCES.
- 3.5 No waiver chosen by you gives protection against any damage caused to tyres or by reason of you hitting a bridge, car park barrier or other overhead object. You will have to pay for all losses, cost and expense caused by such damage.
- 3.8 WE SHALL BE UNDER NO LIABILITY WHATSOEVER WHETHER IN CONTRACT OR TORT OR OTHERWISE FOR ANY CONSEQUENTIAL OR BUSINESS LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR CONTROL OF ANY VEHICLE AND YOU HEREBY AGREE TO INDEMNIFY US FOR ANY LOSS OR DAMAGE LIABILITY AND EXPENSE INCURRED BY US ARISING FROM YOUR BREACH OF THIS AGREEMENT.

4. Conditions of Use

- 4.1 You hereby warrant that you will not allow the following people to drive the vehicle:
 - a) Anyone whom we have not first approved in writing as a driver of the vehicle:
 - b) Anyone who has been convicted of any drink driving offence:
 - c) Anyone whose driving ability is affected through drink or drugs or is a person who has been convicted of driving under the influence of drugs:
 - d) Anyone who has been convicted of manslaughter (or in Scotland culpable homicide) or causing death by dangerous driving:
 - e) Anyone whose driving ability is impaired by physical or mental disability:
 - f) Anyone who has been convicted of any motoring (except parking offences) in the last three years unless full details have been given to us and we agree to them driving:
 - g) Anyone who has been involved in any road traffic accident in the last three years unless you give us full details and we agree to them driving:
 - h) Anyone who is not qualified to do so or does not have a valid, full driving licence.
- 4.2 You must look after the vehicle and its accessories carefully. Keep the keys to the vehicle in your possession and lock the vehicle and deploy all security devices. Should the vehicle be reported stolen and should you fail to return the original keys the provisions of clause 3.2, will not apply and you will be responsible for the full replacement value of the vehicle, plus costs. You hereby warrant that you will not allow the vehicle to be used:
 - a) For carrying fare paying passengers or hire or other reward, driving tuition, racing, pacemaking, speed trials or any other test or sporting competitions:
 - b) For any illegal purpose:
 - c) While in an unroadworthy condition or while failing to comply with any statutory provision:
 - d) To tow or push any other vehicle or trailer (unless we agreed to this in writing first):
 - e) In any way which breaks the Highway Code, road traffic laws, customs or any other laws:
 - f) When it is overloaded with luggage, goods or passengers:
 - g) For carrying corrosive, radioactive, inflammable, explosive or other harmful substances:
 - h) For carrying anything, which, because of its smell or condition, will harm the vehicle or mean we lose time or money before we can rent the vehicle again:
 - i) Outside the United Kingdom unless we agree to this in writing first.If you do not follow these terms you will have to pay us for any charges, damages and expenses we have to pay and any loss you cause. You may also lose the benefit of any liability waivers which you have chosen.

5. What to do if the vehicle is stolen or damaged or you have an accident

- 5.1 If the vehicle or any of its parts or accessories are stolen or damaged, by a criminal act or if it is involved in an accident in which someone is injured, you must immediately contact the local Police to report the incident. You must then telephone the rental station from which the vehicle was rented and report the incident within twenty four hours and give us the police details and any other information we ask for. You must also telephone the rental station from which the vehicle was rented within 24 hours to report any other incident in which the vehicle was damaged. If following any incident the vehicle is unroadworthy or dangerous it must not be used.
- 5.2 You must always:
 - a) take the Police Crime Number and the reporting Officer's name when the police are involved:
 - b) takes the names, addresses and telephone numbers of all witnesses when relevant:
 - c) avoid saying or doing anything, which admits that the accident was your fault:
 - d) send to us at the rental office all papers and documents you receive about the accident or damage (Including copies of any court papers and any legal documents):
 - e) fill in an Accident Report Form, sign it and send it to us within 24 hours of the loss or damage otherwise the insurers may refuse to consider the claim.
 - f) co-operate fully with us, the insurers and anyone else we, or the insurers appoint. You must allow us, or the insurers, to take legal action and to enforce legal rights in your name. You must do anything else which we, or the insurers think is reasonably necessary to help us or them enforce our or their rights for loss or

- 5.3 damage to the vehicle, its parts or accessories while you were renting it, If you receive any money in respect of loss or damage to the vehicle and/or its spares and accessories you must pay this to us and until you do, hold it as trustee for us.
Failure to comply with your obligations under clauses 5.1 and 5.2 will render you liable for all claims, costs and losses.
- 6 Roadworthiness**
When the rental starts the vehicle will be roadworthy and fit for normal use. If it is not, or if it becomes un-roadworthy or unfit for normal use during the rental you must inform the rental station from which you rented the vehicle or telephone the emergency number shown on the rental document wallet, You will be given this at the start of your rental, If you have followed these terms we will try to replace or repair the vehicle but we will not be liable for your own loss or damage including loss of profit or earnings unless the law says that we cannot exclude or restrict our liability to you for this.
- 7. Responsibility for the vehicle and its return**
7.1 You and any driver we approve must always drive the vehicle carefully and considerately. You must not sell or lend it or allow anyone else to have or obtain any possession or rights over it. Upon return the vehicle together with all its accessories and parts must be in good repair and condition (apart from reasonable wear and tear). All damage due to your negligence will be chargeable to you upon us giving you a written estimate for the repair of such, notwithstanding any DW procured.
7.2 Where you ask us and we agree to deliver the vehicle or to collect the vehicle, you may have to pay additional charges and follow additional instructions. A copy of our Delivery and Collection Terms and Conditions is available from any of our rental stations.
7.3 You will be responsible for the vehicle, its accessories and its parts and fully liable under these terms of rental from the moment we give you the keys, or we leave them or the vehicle at the place and time which we have arranged with you in advance. You continue to be responsible and fully liable under these terms of rental until the vehicle and keys are returned to us by handing them to our authorised representative or any other method previously approved in writing by us.
7.4 If you return the vehicle at any time outside our normal hours of business or at any other time when our representative is not available to inspect it you will be responsible for it until we do inspect it.
7.5 When you return the vehicle to us or, where we have agreed you may do so, you leave the vehicle for collection by us you must complete the details of the date and time of return, the mileage and fuel gauge reading and other information shown on the rental document wallet. You must also do anything else which we request as a condition of our agreeing to collect the vehicle. You will be responsible for continued hire charges until the vehicle is collected.
7.6 You are responsible for ensuring that any damage to the vehicle found on delivery is noted on the rental agreement or vehicle Condition Report. All vehicles are inspected before rental and again when they return from rental. You will be held responsible for any damage found on the vehicle following its return from rental.
7.7 If you do not return the vehicle to the agreed rental station within 29 minutes of the agreed time, or if it is not at the agreed collection point at the agreed time, you will be charged an extra day's rental for each day of part of a day that the vehicle is overdue.
7.8 Our vehicles are normally supplied with sufficient for a three-day rental. A charge for this is fuel is made at time of rental. No refund is made for any fuel remaining at end of rental.
7.9 You must return the vehicle immediately if we ask you to, although we hope this will not be necessary. In the event that the vehicle is not delivered up to us upon request you hereby authorise us to enter onto your premises and to do any and all other things necessary to repossess the vehicle. Any costs associated with such repossession shall be for your account, We may repossess any vehicle without notice or liability where we deem that such repossession is necessary for our own protection.
- 8. Responsibility for your property**
We will not be responsible if your property (or anybody else's) is damaged, lost or stolen while it is in the vehicle. You are responsible for our losses and expenses caused because you leave property in the vehicle at the end of the rental.
- 9. Road Traffic Acts and other laws**
While you are renting the vehicle you will be liable, as if you were the owner, for any offence committed under the Road Traffic Acts and any other relevant loss in respect of the Vehicle and its use during the rental period which results in the imposition of fixed penalties or excess charges. You hereby authorise us to pass through to you any notice or proceedings received by us relating to the period during which the vehicle was rented to you. You hereby agree to respond to and settle any notice or proceedings so received and to indemnify us against any liabilities or expenses incurred hereunder, For example, you might have to pay a fixed penalty or pay an excess charge for: You agree that an ADMINISTRATIVE CHARGE to cover the cost of processing the notice of proceedings may be charged to your credit card account.
a) Driving or parking in the dark without the required lights:
b) Parking or waiting where it is not allowed:
c) Not paying the right amount for parking at a meter or in a car park. Under the Road Traffic Act 1991 - Sections 66.76. and Schedule 6 (as amended).
- 10. Charge Cards Credit Cards and Debit Cards**
WHEN YOU SIGN THE RENTAL AGREEMENT, OR WHEN YOU DO NOT SIGN A RENTAL AGREEMENT, WHEN THE RENTAL COMMENCES YOU ARE GIVING US AND THE CARD PROVIDER PERMISSION TO CHARGE YOUR CARD WITH MONEY PAYABLE BY YOU UNDER THESE TERMS TOGETHER WITH PROVISION FOR ANY DEPOSIT DEEMED NECESSARY.
- 11 Other Terms**
11.1 If you do not follow these terms and the vehicle or any of its parts and accessories is lost or damaged. You will be responsible. You will also be responsible for any financial loss we suffer as a result and for any relevant claims made by other people. You agree to pay any amounts we spend enforcing these terms.
11.2 You (or any other authorised driver) shall not be acting as agent, servant or employee for us in any circumstances. We will be entitled to treat anyone acting or claiming to act on your Instructions as your agent. The rental is personal to you and you cannot transfer your part of any agreement.
11.3 If two or more persons are named on the Rental Agreement each of them will be jointly and severally liable in full for all our charges and for following their terms.
11.4 The entire terms between us for the rental of the vehicle are contained in the Rental Agreement and in these terms. All rentals that include delivery or collection of the vehicle are also subject to additional terms and conditions applicable to deliveries and collections.
11.5 If the vehicle is stolen, lost, destroyed or damaged during your rental, your responsibilities to us remain unchanged and continue to apply.
11.6 If you and we agree, or a Court of law decides, that one of these terms is illegal, not valid, or cannot be enforced, the term in question will be changed. In meantime the rest of these terms will still apply. If we cannot change the term in question to make it valid and enforceable the rest of the terms will continue without it. In either case, the change will apply on the date we agree or the Court decision is made.

These terms can only be changed in writing by or with the written consent of a Director of Isle of Man Rent a Car Limited.