



RYDER LTD RENTAL TERMS

Clause 1: Definitions and Abbreviations

Breakdown - is a circumstance where a vehicle, which is operating on the public road, has a mechanical fault that renders the vehicle unable to be driven safely or legally (in accordance with DVSA Regulations) on the public road;

CDR – Collision Damage Reducer;

CDR Excess – CDR excess set out in the Rental Agreement payable by Customer as set out in the Rental Agreement;

Customer – the Customer specified on the Rental Agreement;

Data Protection Legislation - the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK for so long as directly applicable in the UK; and (ii) any successor legislation to the GDPR or the Data Protection Act 2018 or other similar regulations implemented in the UK;

Driver – a driver authorised by a Customer to collect and drive a Vehicle on Customer’s behalf;

End of Hire – the date the Customer returns the Vehicle rented to the Maintenance Location or the date calculated in accordance with clause 2(e) of these Rental Terms;

Group - in relation to a company, that company, its wholly-owned subsidiaries, its holding companies and their wholly-owned subsidiaries;

Losses - means losses, damages, costs, expenses, actions, loss of use, diminished value, claims, proceedings, fines, penalties or any other liabilities (including legal costs incurred on a solicitor client basis);

LOU Matrix – Ryder’s loss of use policy notified to the Customer as amended from time to time;

Maintenance – any scheduled or unscheduled mechanical repairs or preventive maintenance carried out to a Vehicle subject to the exclusions listed in clause 10(d)(1-5);

Maintenance Location – the maintenance location specified on the Rental Agreement or as notified to Customer in accordance with clause 10(d) of the Rental Terms;

Operator’s Licence – the operator’s licence issued to the Customer by the Traffic Commissioner in relation to use of the Vehicle as defined in the applicable regulations;

Term – the period from the Rental Commencement Date as recorded by Ryder to the End of Hire;

Rental Agreement – the agreement for the Vehicle subject to these Rental Terms;

Rental Commencement Date – the date possession of a Vehicle is given to a Customer as set forth in the Rental Agreement by Ryder;

Rental Extension – the period commencing from the Rental Period End to the End of Hire;

Rental Period End – the expected date of return of the Vehicle as specified on the Rental Agreement;

Rental Terms – these rental terms and conditions as published on Ryder’s website and amended from time to time;

Ryder – Ryder Limited, a company registered in England & Wales No. 01019474 whose registered office is at 2610 The Crescent, Birmingham Business Park, Solihull, West Midlands, B37 7YE, United Kingdom;

Ryder Location – the Ryder Location specified on the Rental Agreement or as notified to Customer from time to time;

Ryder Tariff – standard rental charges and costs for rental ancillaries as notified to Customer from time to time in accordance with Clause 4(c) of the Rental Terms;

Vehicle – any vehicle supplied by Ryder to Customer pursuant to a Rental Agreement including its keys, tools, equipment, parts, ancillaries, and accessories.

Clause 2: General Terms



- a) Customer agrees to rent the Vehicle from Ryder in accordance with these Rental Terms. Acknowledged rental reservations do not obligate Ryder to provide possession for rental of any Vehicle.
- b) The Rental Agreement (including any Rental Extension) and any dispute or claim arising out of or in connection with it shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.
- c) The following provisions shall survive termination of the Rental Agreement: Clauses 2(b); 2(e); 2(h); 2(i); 2(n); 3(c); 4; 5(b); 6; 7; 8; 9, 11 and 13.
- d) Words importing the singular shall be construed as importing the plural and vice versa.
- e) Customer agrees that the Rental Agreement will remain in force until the Vehicle is back in Ryder's possession as confirmed by Ryder.
- f) Customer acknowledges that the Vehicle provided at Rental Commencement Date is in good operating and physical condition and agrees to return it in the same condition (fair wear and tear excepted). "Fair wear and tear" is as defined in the Fair Wear and Tear Standard (for drivers of rented, contract hired and leased light commercial vehicles) or the Fair Wear and Tear Guidelines (for heavy goods vehicles) (as appropriate) of The British Vehicle, Rental and Leasing Association ("B.V.R.L.A.") a copy of which Customer acknowledges is available to Customer. Customer will indemnify Ryder upon demand in relation to any costs incurred by Ryder in carrying out any repairs required to bring the Vehicle up to the condition referred to in the B.V.R.L.A. Standard or Guidelines.
- g) Customer agrees to return the Vehicle to the Ryder Location at the End of Hire or sooner upon Ryder's demand. If Customer fails to do so, and notwithstanding the provisions of Clause 4b), these Rental Terms (including but not limited to the payment of the Charges) shall continue until the Vehicle is returned.
- h) Customer agrees that if Customer breaches any of the Rental Terms, Customer will indemnify Ryder against all Losses incurred by Ryder as a result. Customer agrees that Customer is responsible for and will indemnify Ryder against all Losses, charges, claims and expenses (including legal fees) incurred by Ryder as a result of the acts, errors or omissions of any person other than Ryder in circumstances where had they been committed by Customer, Customer would have been in breach of these Rental Terms.
- i) Customer agrees that if Customer is in breach of the Rental Agreement that Ryder has the right to enter into Customer's Premises in order to repossess the Vehicle at any time without notice and at Customer's expense.
- j) Customer acknowledges and agrees that Customer will be liable for any parking charges which may be incurred with respect to the Vehicle during the Term, and for providing any relevant information that may be required.
- k) Ryder will not be liable for loss of or damage, howsoever caused, to any property left in or on the Vehicle during the period of rental or thereafter, regardless of whether Ryder has possession of the Vehicle.
- l) Customer agrees that Customer or any Driver supplied by Customer is not Ryder's servant, agent or employee.
- m) Customer agrees that Ryder makes no warranty or representation with regard to the Vehicle other than it is Ryder's property (or that Ryder has the legal right to rent it to Customer) and is in good operating condition. Customer also agrees that, to the extent that Ryder is legally entitled to do so, all conditions or warranties implied by statute, common law or otherwise are hereby excluded and that Ryder is not liable to Customer for any special, incidental, consequential or punitive damages of any kind or nature including, but not limited to direct or indirect, business interruption loss, pure economic loss, loss of income, loss of profit, loss of opportunity, loss of business or



injury to goodwill or like loss arising directly or indirectly under these Rental Terms, however caused and regardless of legal theory or foreseeability.

n) Customer understands that none of the Rental Terms printed here can be waived unless a written instruction detailing the waiver is prepared and signed by a director of Ryder or his/her duly authorised representative.

o) Customer agrees that Customer has not used nor will use fraud, deception or misrepresentation or make any false statement to obtain the Vehicle or in connection with the rental, use or operation of the Vehicle at any time during the continuance of the Term or at any time thereafter.

p) Subject to clause 6 (Third Party Liability Insurance), a person who is not a party to the Rental Agreement has no right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

q) In the event of any dispute between the parties, the parties agree to meet in good faith to resolve the dispute; however if the dispute is not resolved within 30 days the dispute shall be referred by either party to the decision of a single arbitrator agreed upon by the parties, or failing agreement appointed by the President for the time being of the Freight Transport Association pursuant to the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force.

r) Notwithstanding the General Conditions of Use set out at clause 3, Customer agrees that it is the Driver's responsibility to operate the Vehicle safely and in a manner that prevents damage or excess wear to the Vehicle. This includes but is not limited to physical damage caused by collision, operating the Vehicle (and all components, including any tail-lift and DPF regeneration system) in a manner not consistent with law or the applicable OEM recommendations, over-loading, or washing away lubricants, failing to follow the manufacturer's guidelines relating to warning lights when presented to the Driver, damage caused by incorrect use of load-lock mechanism, harsh braking, or general misuse or abuse of the Vehicle.

s) Ryder may subcontract any and all of the obligations under and/or to assign, transfer, charge, mortgage, and subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under the Rental Agreement.

t) Customer shall not assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under the Rental Agreement (including by subletting any Vehicle) without the prior written consent of Ryder.

Clause 3: General Conditions of Use

a) Customer agrees that Customer will look after the Vehicle carefully (including but not limited to taking all reasonable precautions so as to prevent/mitigate loss or damage) and will not:

i) violate, or cause the violation of, any of the Rental Terms;

ii) knowingly or unknowingly, abuse, overload or make improper use of the Vehicle (including but not limited to travelling over unsuitable or hazardous roadways or untarmacked surfaces);

iii) use the Vehicle in connection with Customer's trade or profession, or for hire or reward if the Vehicle has a plated gross vehicle weight in excess of 3.5 tonnes unless Customer is in possession of a suitable Operators Licence in accordance with Section 60 of the Road Traffic Act 1968 or any statutory modifications for the time being in force or any other relevant legislation;

iv) contravene, or cause the contravention of, the Drivers Hours regulations in accordance with EC Council Regulation 3821/85 or any statutory modification for the time being in force or any other relevant legislation for vehicles in excess of 3.5 tonnes gross vehicle weight;

v) violate, or cause the violation of, any weight category covered by the Excise Licence paid for by Ryder;



- vi) use the Vehicle outside the UK unless Ryder has authorised such use as specified on the Rental Agreement, in which case use is limited to the following countries: Ireland, France, Belgium, Germany, Austria, Italy, Switzerland, Luxembourg, Spain, Andorra, Portugal, Denmark, Netherlands and Sweden. For this purpose the UK excludes the Channel Islands and the Isle of Man;
- vii) operate the Vehicle without any special equipment which may be required by the laws of any country where Customer has been given permission to operate the Vehicle;
- viii) make any modifications, or carry out any repairs, to the Vehicle without first obtaining Ryder's written permission;
- ix) use the Vehicle without wearing a seat belt unless Customer is entitled not to do so by virtue of a statutory or regulatory exemption. In the event of an accident Customer may be required to produce proof of Customer's entitlement to an exemption.
- x) over-load the tail-lift beyond the manufacturer's guidelines and will not wash away or remove the lubricant from the tail-lift
- xi) continue to operate the vehicle where warning lights are illuminated following the manufacturer's guidelines
- b) Customer agrees that Customer shall breach these Rental Terms if Customer uses the Vehicle or permits it to be used:
 - i) airside at any airport or dockside at any port;
 - ii) to carry passengers for hire or reward;
 - iii) for unauthorised towing or pushing;
 - iv) for any illegal purpose;
 - v) for racing, pacemaking, reliability trials, speed testing or driving tuition;
 - vi) recklessly or by anyone whose alcohol level is in excess of the limit permitted by law or is under the influence of any drug or other substance or while suffering from any medical condition that may impair that person's ability to react or while suffering from any medical condition required to be notified to the DVLA but has not, or any medical condition which may impact that person's ability to react
 - vii) to carry a greater number of passengers and/or larger load than recommended by the manufacturer or to carry any persons or animals in the cargo area of the Vehicle;
 - viii) (except where Clause 8 applies), by anyone who has within the preceding three years been:
 - Convicted of any motoring offence that involves a licence suspension for a period of time or where the number of penalty points exceeds six (6);
 - Involved in two (2) or more blameworthy accidents;
 - Been refused insurance, or, at any time by anyone;
 - Had special terms applied to any policy or driving licence unless details have been disclosed and accepted by Ryder and duly recorded by Ryder;
 - By anyone who is under 21 or over 70 years of age unless details have been disclosed and accepted by Ryder;
 - By anyone who has not held the appropriate full driving licence for a minimum of 1 year prior to the start of the Rental Agreement.
- c) Except where Clause 8 applies, in the event that Customer suffers, causes or is involved in, or are alleged to have caused or been involved in a collision/incident, Customer will:
 - Not make any admission of liability nor aid nor abet any third party in pursuing a claim;
 - Inform Ryder immediately;
 - Complete a Ryder Incident Report Form as comprehensively as possible, to include the names, addresses and telephone numbers of all parties and witnesses and deliver it to Ryder, at riskmanagement@ryder.com, within 48 hours of occurrence;



- Immediately deliver to Ryder at riskmanagement@ryder.com every summons, writ, pleading or paper of any kind relating to any and all claims, suits and proceedings received by Customer;
- Co-operate fully with Ryder, its representatives and Ryder's insurance company in all matters connected with the investigation, defence or prosecution of any claim or suit.
- d) Customer will report any loss of, theft of/from, or damage to, the Vehicle within 48 hours of occurrence. Customer will also report the theft to the police and obtain a crime reference number.
- e) Customer agrees to use and operate the Vehicle with reasonable care and precaution to prevent loss of or damage to the Vehicle because of negligent or reckless use, abuse, fire, theft, collision or injury to persons or property and in the event of such loss or damage Customer will reimburse Ryder in full for loss or damage to the Vehicle or death or injury to persons or damage to property.
- f) Customer represents that it and any Driver it designates are properly licensed to use the Vehicle.
- g) Customer agrees that Ryder may reasonably refuse to release a Vehicle to Customer if Ryder is of the reasonable opinion that Customer or Driver are incapable, for whatever reason, of driving the Vehicle.
- h) Customer agrees that the Vehicle remains on hire to Customer until all sets of keys are returned. Customer acknowledges that CDR does not apply to lost keys.

Clause 4: Charges

- a) Customer acknowledges and agrees to pay for:
 - i) the rental charges set out in the Rental Agreement; and
 - ii) the time and distance charges at the rates as specified in the Rental Agreement or as otherwise notified to the Customer; and
 - iii) any charges for refuelling, and CDR, specified in the Rental Agreement and any other standard, mileage, loss of use, delivery and collection or miscellaneous charges Ryder may apply to the rental as set out in the Ryder Tariff and LOU Matrix (excluding LOU where CDR is accepted); and
 - iv) all taxes, VAT, surcharges and additional charges, which may apply to the hire or Rental Agreement; and
 - v) any parking charges which may be incurred with respect to the Vehicle during the Term; and
 - vi) any fines, penalties, court costs or other expenses imposed upon Ryder by Law (including but not limited to Road Traffic offences and congestion charges and Ryder's reasonable administrative charges) arising from the use of the Vehicle whilst on rental to Customer.
 - b) If the Vehicle is:
 - i) damaged: Customer agrees to pay continued rental charges until the later of End of Hire, or, in line with the LOU matrix, until such time as the Vehicle is fully repaired to Ryder's satisfaction and available for rental.
 - ii) stolen: Customer agrees to pay continued rental charges until the later of the End of Hire or, 6 weeks after the date of theft, or (y) until such time as full reimbursement, in accordance with Clause 9 has been received by Ryder;
 - iii) damaged beyond economical repair: Customer agrees to pay continued rental charges until the later of the End of Hire, or until such time as full reimbursement, in accordance with Clause 9 has been received by Ryder.
- Notwithstanding the foregoing clauses in 4(b)(i) – (iii), if CDR applies, Customers obligations under clause 4(b) shall be reduced in accordance with clause 7 below.
- c) Customer accepts that the charges are subject to change and agrees to pay any increased charge providing that Ryder has given written notice of not less than 1 week. After the End of Hire,



the then current Ryder Tariff will apply to any Vehicle retained by Customer thereafter. Ryder will provide 7 days' notice of any increase in the standard charges applicable after the Term.

- d) With respect to mileage or refrigeration unit engine hours:
 - (i) If the odometer, hubometer, (or other mileage recorder) or the refrigeration unit engine hour recorder cease to function properly, or has been interfered with, the Vehicle's mileage travelled or hours of use for the refrigeration unit engine shall be estimated from all other available information, including any electronic control module, Vehicle system, or the fuel consumed;
 - (ii) Customer must notify Ryder immediately of any defect in the Vehicle's odometer, hubometer, or refrigeration unit engine hours' recorder so that facilities for its repair or replacement can be made available as soon as practicable.
 - (iii) If the actual mileage or refrigeration unit hours recorded during the period of hire exceeds the mileage or the refrigeration unit hours specified on the Rental Agreement for the Vehicle, Ryder reserves the right to levy an additional charge calculated as the excess mileage charge multiplied by the number of miles exceeding the agreed mileage and/or the excess refrigeration unit hours charge multiplied by the number of refrigeration unit hours exceeding the agreed refrigeration unit hours.
 - (iv) Ryder reserves the right to change the charges, excess mileage charge and/or excess refrigeration unit hours charge for the Term if the actual mileage travelled by the Vehicle or hours of use for the refrigeration unit engine during the preceding year or part thereof is in excess of the agreed mileage or the agreed refrigeration unit hours as specified on the Rental Agreement by 20% or more.

e) With respect to delivery and collection of Vehicles

- i) Customer is responsible for collecting the Vehicle from Ryder at the start of the Term and returning the Vehicle to the Ryder Location at the expiry or earlier termination of the Term, unless otherwise agreed by Ryder in writing. If Customer fails to collect or return the Vehicle and Ryder performs this service, then, Customer agrees to pay delivery and collection charges in accordance with the current rates set out in the Rental Agreement.
- ii) If Ryder collects the Vehicle from Customer, Customer acknowledge and agrees that Ryder will conduct a full inspection either at point of collection or upon returning the Vehicle to the Ryder Return Location and notify Customer of any damage identified. Customer remains responsible for the costs of repairing all damage identified and notified to Customer by Ryder pursuant to Clause 2(f) regardless of whether Customer or Ryder collect the Vehicle at the End of Hire.
- iii) Customer is responsible for delivery and collection of the Vehicle for all scheduled and un-scheduled maintenance and Breakdowns unless otherwise agreed whereby Customer will pay delivery and collection charges in accordance with the rate set out in the Rental Agreement.

Clause 5: Payment

- a) Customer shall pay Ryder:
 - i) all charges set out in the Rental Agreement and all other sums payable at the End of Hire, including but not limited to those sums referred to in Clauses 4, 8 and 9;
 - ii) a deposit that will be refunded, less any known/estimated additional costs/charges for which Customer is liable, subject to Customer having complied in full with the terms of these Rental Terms.
- b) Customer shall permit Ryder to charge Customer by Direct Debit, unless agreed otherwise, for such charges and other sums due to Ryder from Customer pursuant to the Rental Agreement. Once Ryder is given a direct debit mandate, Customer's right to receive 14 days prior notice from Ryder of any amendment to be made to a variable Direct Debit Mandate within the terms of the Originators Guide and Rules to the Direct Debiting Scheme from time to time in force (or such other period of notice as may from time to time be prescribed under such Scheme) is waived and



Customer agrees that Ryder will not be obligated to give any notice of any such variation within the terms of the said Direct Debiting Scheme or any amendment thereto.

c) Customer shall pay Ryder within 30 days of the invoice date, or such earlier date as specified on the Rental Agreement or otherwise agreed to by the parties, if Customer holds a credit account with Ryder or on demand if Customer is in breach of any of these Rental Terms.

Clause 6: Third Party Liability Insurance

a) Ryder shall at its cost effect and maintain third party liability insurance (including any liability required to be covered under the Road Traffic Acts). Such insurance will contain unlimited indemnity in respect of liability for the bodily injury or death of third parties (including to passengers) and third party property damage liability limited to £2,000,000 in respect of any one claim or number of claims arising out of one cause.

b) A copy of the insurance policy is available for inspection upon request and Customer agrees to comply with and be bound by the terms and conditions and limitations of the said policy which by reference are incorporated herein and made a part of this Agreement.

Clause 7: Collision Damage Reducer

Where CDR applies (shown as Ryder CDR on the Rental Agreement), Customer's financial responsibility per incident, pursuant to Clause 9, is limited to the amount shown on the Rental Agreement as CDR Excess provided that:

i) Customer operates the Vehicle in compliance with this Rental Agreement;

ii) damage caused to the Vehicle's tyres by punctures, cuts or bursts, is not as a result of being operated while under inflated or flat or as a result of the application of brakes.

Failure to comply with clause 7(i) or 7 (ii) will in all circumstances result in the Customer being fully liable for all damage regardless of CDR

Clause 8: Customer's Own Insurance

a) Customer must keep the Vehicle insured for the Term of the Rental Agreement in full compliance with the terms of this Clause 8, to the full replacement value of the Vehicle. If Customer has opted for its insurance to apply (as specified on the Rental Agreement) such insurance cover will be primary without right of contribution from any insurance arranged by Ryder. Customer agrees:

i) that its insurance cover will be with an insurance company acceptable to Ryder, will be comprehensive, (including any liability required to be covered under the Road Traffic Acts), provide for Ryder's interest as owner, and will not be altered, cancelled, or allowed to lapse without first obtaining Ryder's written approval;

ii) to punctually pay all insurance premiums;

iii) to provide Ryder with documentary evidence that such cover exists;

iv) not to use or allow the Vehicle to be used for any purpose or do or allow to be done any act or thing which may invalidate the insurance;

v) that Ryder makes no representation or warranty that Customer's insurance is sufficient to fully discharge Customer's liabilities under this Rental Agreement.

b) If Ryder agrees to any modification or restriction in the insurance cover, or if the Vehicle is found not to be insured to its full replacement value or if Ryder's written down value is higher than the Vehicle's retail market value, or if the insurers for any reason repudiate any claim, or if Customer fails to comply with any of the provisions of this clause 8, Customer shall indemnify Ryder against all losses, costs, claims, damages and expenses not recoverable under the policy of insurance.

c) If Customer fails to pay any premiums required to be paid in respect of insurance under this clause. Ryder, in its sole discretion, may pay these sums and in such event, Customer shall reimburse Ryder on demand.

Clause 9: Vehicle Damage/Loss



If Clause 8 applies:

a) Customer shall reimburse Ryder on demand for all Losses of whatsoever kind or nature incurred by Ryder resulting from any loss, damage, or theft of or from the Vehicle, any costs resulting from the Vehicle being impounded, in addition to continuing to pay all rental charges due until the Vehicle is fully repaired and returned to service, as set forth in clause 4(b) or the retail market value of the Vehicle if it is damaged beyond economic repair, lost or stolen.

b) Notwithstanding Clause 9(a), in the event that Ryder adjudges the Vehicle to be destroyed or damaged beyond economical repair, or if it is lost or stolen, Customer agrees to reimburse Ryder on demand the Vehicle's retail market value or its written down value, whichever is the greater, as at the date of such accident, loss or theft.

Clause 10: Breakdowns and Maintenance

a) In the event of a Vehicle Breakdown, Customer shall notify Ryder by telephoning the breakdown number specified on the Rental Agreement, as soon as possible of any defect or damage to the Vehicle. If Customer is outside mainland UK at the time, the appropriate number in the continental kit supplied.

b) Customer agrees that Customer will observe Ryder's, or Ryder's agent's, reasonable instructions with regard to the continued use or operation of the Vehicle including in respect of Vehicle Breakdown.

c) Customer agrees to carry out routine daily maintenance checks of oil and coolant levels, tyre pressures and condition and any other routine maintenance checks in accordance with the manufacturers recommended operation of the Vehicle and all regulations applicable to the Customer's use of the Vehicle.

d) Customer agrees that all Maintenance will be carried out by Ryder or a third party nominated by Ryder (in Ryder's sole discretion) at the Maintenance Location specified on the Rental Agreement or such other location as notified to Customer by Ryder. The following exclusions shall be carried out at the Customer's cost:

1. Lost or damaged keys.
2. Tyre failure resulting from puncture, cuts, impact, blow-outs.
3. Replacement of bulbs other than at the Maintenance Location during scheduled maintenance, inspections and servicing, unless the Customer delivers the Vehicle to the Maintenance Location for Ryder to replace the bulbs notwithstanding that Ryder may be designated on Schedule A as responsible for collection and delivery.
4. Ryder will be responsible for topping up engine oil during scheduled servicing and maintenance and where the Vehicle is returned by the Customer to the Maintenance Location between scheduled servicing and maintenance, oil top ups at all other locations and all other times are the responsibility of the Customer. The Customer agrees all top-ups of oil, adblue and coolants are the responsibility of the Customer at the Customer's cost, only using manufacturers recommended and uncontaminated fluids. The Customer acknowledges failure to maintain required engine oil in, or adding non-recommended or contaminated fluids to, the Vehicle engine, may cause damage for which the Customer shall be responsible.
5. Any labour and parts, Vehicle towing or breakdown service costs, or damage, costs and expenses arising from Clauses 10(d)(1) to 10(d)(5).

e) If a Vehicle is unavailable due to scheduled maintenance (provided that Customer has delivered the Vehicle to the Ryder Location) or Breakdown for a period of 24 hours or more, Ryder reserves the right (at Ryder's sole discretion) to apply a discount equivalent to Customer's daily rental charge until the Vehicle is available. The limited remedy set forth in this paragraph is Ryder's sole and exclusive liability in the event a Vehicle is not available or operable during the period of hire.



Clause 11: Data Protection and Disclosure of Information

- a) If Customer is in breach of these Rental Terms Ryder may give details of such breach to credit reference agencies, the Driver and Vehicle Licencing Authority (DVLA), debt collectors and any other relevant organisation. Whether or not Customer is in breach of these Rental Terms Ryder may also give details of Customer's insurance claims record and instances of abuse of any Vehicle or confiscation of any Vehicle to the British Vehicle Rental and Leasing Association (BVRLA), who may pass it to any of its members for any purpose stated in the Data Protection Act 2018.
- b) Ryder and Customer shall at all times comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- c) Ryder will use personal data relating to the Customer's employees, agents or contractors and processed for the purpose of administering and managing the Rental Agreement in accordance with Ryder's Customer Privacy Notice which is available at <https://europe.ryder.com/>.
- d) The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller of the Customer's own personal data including Driver data.
- e) Customer will ensure that it has all necessary appropriate justifications, including, where required, consents, and has given all necessary notices to enable lawful transfer of the Customer Data to Ryder for the duration and purposes of the Rental Agreement and to enable Ryder to comply with its legal obligations.
- f) Customer agrees that when requesting CDR, insurers pass information to the Claims and Underwriting Exchange Register, run by the Motor Insurers Bureau (MIB) and the Motor Insurance Anti-Fraud and Theft Register, also run by the Motor Insurers Bureau (MIB). The aim is to help insurers to check information provided and also to prevent fraudulent claims. When Ryder deals with your request for CDR, Ryder may search these registers. Under the conditions of Customer's policy, Customer must tell Ryder about any incident (such as an accident or theft) which may or may not give rise to a claim. When Customer tells Ryder about an incident, Ryder will pass information relating to it to the registers.
- g) Customer's insurance cover details will be added to the Motor Insurance Database, run by the Motor Insurers' Information Centre (MIIC). This has been set up to help identify uninsured drivers, and may be searched by the Police to help confirm who is insured to drive. If there is an accident, the Database may be used by insurers, MIIC and the Motor Insurers' Bureau to identify relevant policy information. You can ask us for more information about this.

Clause 12: Termination

- a) Customer acknowledges that by giving notice in writing, Ryder may terminate the Rental Agreement immediately if Customer:
- i) is in breach of any of the terms of the Rental Agreement; or
 - ii) causes or permits Ryder's ownership or rights in the Vehicle to be prejudiced.
- b) Customer acknowledges that, Ryder may terminate the Rental Agreement at any time by giving one week's notice in writing to Customer.
- b) In addition to Ryder's rights pursuant to Clause 13, if Customer is a company, Customer acknowledges that by giving notice in writing Ryder may terminate this Agreement immediately if Customer becomes insolvent, makes any composition, enters into any deed or arrangement with Customer's creditors, goes into liquidation whether voluntary or compulsory, have a receiver or administrative receiver appointed over all or any of Customer's assets, have an administration order levied against Customer or be deemed for the purposes of Section 124 of the Insolvency Act 1986 to be unable to pay Customer's debts.

Clause 13: Consequences of Termination

If Ryder terminates this Rental Agreement, then Customer agrees that:

- i) the Vehicle is no longer rightfully in Customer's possession with Ryder's consent.



- ii) Customer must return the Vehicle to Ryder on demand or Ryder, or Ryder's agents, will be entitled to enter Customer's premises and take possession of it.
- iii) Customer remains obligated and shall pay all rental charges and other fees due and unpaid and shall also pay all reasonable costs (including legal fees) incurred by Ryder in the enforcement of Ryder's rights under the Rental Agreement or otherwise.