

Rent2Buy Terms and Conditions

Rent2Buy is your opportunity to take a test rental prior to purchase of a used vehicle from the nationwide car and van rental fleets of Hertz (UK) Ltd ("we", "us"). Your test rental will be for up to five days and you will make one rental payment to us in return for us hiring the vehicle to you for this period. If you purchase the used vehicle before or at the end of the hire period, the basic hire rental will be waived. The following terms and conditions apply. Please read these terms and conditions carefully.

1 Information about us and how to contact us

- 1.1 **Who we are.** We are Hertz (UK) Limited a company registered in England and Wales. Our company registration number is 597994 and our registered office is at Hertz House 11 Vine Street, Uxbridge, Middlesex, UB8 1QE.
- 1.2 **How to contact us.** You can contact us by telephoning our customer care team at 0207 365 9035 [or by writing to us at Hertz House 11 Vine Street, Uxbridge, Middlesex, UB8 1QE or at rent2buyuk@hertz.com].
- 1.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provide to us when you collect the vehicle. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

2 Rent2Buy rental

- 2.1 The terms of the Hertz Rental Agreement apply to your rental of the vehicle in the same way as any normal rental. These can be found in the Rental Wallet given to you when you collect the vehicle. They are also available on our website. The Rental Record, which forms the part of your Rental Wallet, will be prepared at the start of your rental and will include the full rental charges as advised at the time of your booking. You are entitled to one free additional driver on your Rent2Buy rental. You and any authorised additional drivers will need to meet our usual age and driver qualification criteria (please ask for details).
- 2.2 If you decide to purchase the vehicle you will not have to pay the basic rental rate quoted to you, but will still be responsible to us for payment of optional extras taken for the rental such as Super Cover or personal insurance.
- 2.3 If you breach the Hertz Rental Agreement prior to purchase of the vehicle we reserve the right to recover the vehicle and sell it to a third party. We will also charge you for any sums owing from you in relation to the Rental Agreement, such as for damage incurred during the rental. If you damage the vehicle during the test drive we will not amend the purchase price.
- 2.4 We reserve the right to refuse any test drive requests or withdraw the discounted rates if we suspect, or it is established, that the Rent2Buy programme is being abused by you or your authorised drivers or a third party (for example, if you repeatedly take test rentals in order to obtain discounted vehicle rental).

TERMS AND CONDITIONS OF USED VEHICLE SALES

3 Rent2Buy vehicle

- 3.1 These terms and conditions contain the terms of the agreement (the Agreement) between us (as the vendor) and you (as the purchaser) relating to the sale and purchase of the used vehicle (the "Vehicle").

4 Price

- 4.1 The Purchase Price for the Vehicle will be confirmed in writing at the start of the test rental period.

5 Collection of the Vehicle

- 5.1 You can collect the Vehicle from the Hertz branch where the Vehicle is located at any time during our working hours of 9am to 5pm Monday to Friday.

6 Transfer of ownership and risk

- 6.1 The Vehicle will continue to belong to us until the total Purchase Price has been paid in full and the Purchase Price has been received by us in the form of cleared funds. Once we have received confirmation that you have paid the Purchase Price for the Vehicle, we will agree a mutually convenient time within one working day, to close the rental and transfer the Vehicle to you. You will be responsible for any loss or damage to the Vehicle once the test rental ends and shall insure the Vehicle accordingly. We will forward your details to the DVLA to record you as the new registered keeper of the Vehicle. We will send to you by recorded post any loose items belonging to the Vehicle that are stored centrally, including, where available, the second key and the new keeper supplement from the registration document.

7 How you must pay

- 7.1 You must transfer the Purchase Price electronically to our bank account (details below).

8 Summary of your key legal rights when entering into this Agreement as a consumer

- 8.1 If you enter into these terms as a "consumer", then nothing in these terms is intended to limit the rights given to you by statute. "Consumer" means you are an individual acting for purposes that are wholly or mainly outside of your trade, business, craft or profession. These include those in the Consumer Rights Act 2015 which provide you with certain rights and remedies under these terms. This Act places obligations on us relating to the Vehicle being of satisfactory quality and reasonably fit for the particular purpose and gives you rights on our breach of those obligations (rights to reject, to repair or replacement and to price reduction). If you wish to exercise your legal rights to reject the Vehicle you must return the Vehicle to the Hertz branch where you bought it. We are under an obligation to supply goods that are in conformity with the contract.
- 8.2 Our responsibility covers death or personal injury resulting from our acts or omissions. It does not extend to other losses arising from this Agreement unless they are a direct and foreseeable result of our negligence or breach of these terms.
- 8.3 Prior to purchasing the Vehicle, you should examine the Vehicle to be purchased and you are reminded that the condition of satisfactory quality required by law does not operate in relation to defects which such an examination ought to reveal. If the Vehicle is sold subject to defects which have been notified by us to you before the entering into of this Agreement, the condition of satisfactory quality referred to above does not operate in relation to those defects.
- 8.4 This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

9 Summary of your key legal rights – customers entering into the Agreement for business purposes

- 9.1 If you do not enter into this Agreement as a consumer you must inspect the Vehicle and use your own skill and judgement to decide whether it conforms with its description, is of satisfactory quality and fit for your intended purpose and we will not be responsible for the quality of the Vehicle or whether it is fit for its intended purpose, or whether it matches any particular description or specification. We are not liable for business losses. If you use the Vehicle for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10 Limitation of liability

- 10.1 The Vehicle will be provided to you from our rental fleet so you can expect it to be in good operating condition subject to the BVRLA's Fair Wear and Tear policy. Any notable damage will be disclosed to you on our Vehicle Pre-Rental Inspection Form at the time your test rental starts. The Vehicle will not, however, be provided in typical second hand car showroom condition (e.g. waxed, polished and detailed).
- 10.2 We accept no responsibility for missing removable items such as parcel shelves, handbooks, wheel hubs, floor mats, cigarette lighters, sat nav discs, multi-media connectors, cables & accessories, isofix parts, first aid kits and such like items. This list is not exhaustive.
- 10.3 We cannot guarantee the availability of any spare keys as these may have already been used during the rental life of the Vehicle. Where available, we will send the spare key to you within 10 working days of your payment of the Purchase Price.
- 10.4 We will provide you with a statement detailing the mechanical maintenance history of the Vehicle recorded on our systems prior to purchase.
- 10.5 To the extent that we are legally able to do so, we will transfer the benefit of any manufacturer's warranty to you when you buy the Vehicle. We will tell you how much, if any, of the manufacturer's warranty period remains on the Vehicle prior to this Agreement being made. Unless otherwise agreed with you prior to the purchase we do not provide any other warranty or guarantee.

11 Which laws apply to this contract and where you may bring legal proceedings.

- 11.1 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

12 Other important terms

- 12.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 12.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

- 12.3 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 12.4 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 12.5 If you have a complaint you can write to us at rent2buyuk@hertz.com and we will acknowledge all complaints within 48 working hours. We aim to investigate thoroughly any complaints and offer a full response or further update within 10 working days. Good customer service is important to us and we will try to resolve all complaints to your satisfaction.
- 12.6 If you applied for this product online and you are a consumer, then you have the right to submit your complaint to online by using the EU's online dispute resolution portal, which can be found at <http://ec.europa.eu/consumers/odr/>.

Payment details

Hertz Rent2Buy bank account details:

Deutsche Bank AG
6 Bishopsgate
EC2P 2AP

Account name: Hertz UK Ltd

Sort Code: 23 10 48

Account number: 19796504

Bank code: 405081

Please use the Vehicle registration number as the reference for any payments sent to our account.

Additional information for overseas payments:

BIC: DEUTGB2L

IBAN: GB62DEUT40508119796504