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# CAR RENTAL TERMS AND CONDITIONS

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Official Document: 2016 Edition 1

Please do not sign unless you fully understand the Terms and Conditions Below. By Signing this Agreement, you will be liable for everything written below.

## BACKGROUND:

These Terms and Conditions shall apply to the rental of all Cars from Aces Car Hire Limited, who are a Limited Company, registered in England and Wales with the Company Registration Number **09483258**, Who's registered address is at Unit 174-176 Old Wellington Road, Lyntown Trading Estate, Eccles, Manchester, M30 9FU("the Company") by customers who are renting the Vehicle for personal purposes.

## 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"CD Offence"	means a careless driving motoring offence;
"Class"	means the category into which the Vehicle falls as determined by the Company and set out in Clause 2 of these Terms and Conditions;
"Customer"	means the customer who is renting the Vehicle subject to these Terms and Conditions, might be referred to as "You", "your";
"DD Offence"	means a reckless or dangerous driving motoring offence;
"DR Offence"	means a drink or drug driving motoring offence;
"Recovery Service"	means the Company's chosen recovery service, RAC Recovery;
"Rental"	means the rental of the Vehicle by the Customer subject to these Terms and Conditions;
"Rental Agreement"	means these Terms and Conditions which shall govern the Rental of the Vehicle;
"Rental Fees"	means the sum payable by the Customer for the Rental as determined under Clause 5 of these Terms and Conditions;
"UT Offence"	means a theft or unauthorised taking motoring offence; and
"Vehicle"	Means the vehicle falling into one of the Classes set out in Clause 2 which the Customer is renting for the duration of the Rental Agreement.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or **facsimile** transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
- 1.2.5 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

## 2. Vehicle Classes

Subject to the provisions of Clause 3, the Company offers the following Classes of Vehicle: OFFICIAL EXCESS CHART

Class	Vehicle Type	Minimum Age	Deposit	Excess	Held License
CLASS A SPORTS CARS	BMW 4 SERIES /MERCEDES CLA AMG	21	£250	£5000	2 Years
CLASS B LUXURY/SPORTS	RANGE ROVER EVOQ	25	£500	£6000	2 Years

<b>CLASS C PERFORMANCE</b>	<b>C63 AMG</b>	<b>30+</b>	<b>£500</b>	<b>£8000</b>	<b>5 Years</b>
<b>CLASS D PERFORMANCE</b>	<b>BMW M4 CONVERTIBLE</b>	<b>30+</b>	<b>£750</b>	<b>£8000</b>	<b>5 Years</b>

OR

The following are the particulars of the car being hired:

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### 3. Driver Eligibility Requirements

- 3.1 The Customer must be the holder of a full driving licence which has been held for at least 2 Years at the commencement date of the Rental unless the vehicle is a "Supercar/Class C/D" you will need a minimum of 5 Years \*Please See Table section in Section 2 Vehicle Classes". In the case of UK driving licences both the photocard licence and the National Insurance Number/Card must be produced before the Vehicle will be released to the Customer. Copies of licences will not be accepted.
- 3.2 The Customer must be at least 21 years and not more than 65 years of age to rent a Vehicle from the Company for class A Vehicles. Class B Customer must be at least 25. The Customer must be at least 30 years and not more than 65 years of age to rent a CLASS C OR CLASS D VEHICLE
- 3.3 Customers with more than 3 penalty points on their driving licence might not be permitted to rent a Vehicle from the Company.
- 3.4 Customers who have been banned from driving for a period of 12 months or more as a result of a CD, DD, DR or UT Offence might not be permitted to rent a Vehicle from the Company for a period of 12 months following the restoration of their licence.
- 3.5 The Customer must present two forms of identification (in addition to their driving licence) when collecting the Vehicle. At least one should include the Customer's home address. Acceptable forms include, but are not limited to, passports, bank statements and utility bills. These Documents must match the address on the Driving License

### 4. Rental Term

- 4.1 The Vehicle will be made available for collection by the Customer at the time, date and location shown in the Rental Agreement.
- 4.2 The agreed Rental term will be set out in the Rental Agreement. The Customer must return the Vehicle to the Company at the location shown in the Rental Agreement (which may or may not be the collection location) at the end of the Rental term.
- 4.3 If the Customer is late in returning the Vehicle by more than 45 MINUTES Late the Company shall charge the Customer for an additional day's rental at the normal daily rate for that Vehicle plus any additional relevant charges, surcharges or excesses. The Vehicle will be requested for immediate return or the company will use a repossession company or collect the vehicle and you will be liable for all charges incurred for collecting this vehicle including Fuel, Wages, Re Possession Company Fees etc The provisions of this sub-Clause 4.3 shall continue to apply daily until the Vehicle is returned.
- 4.4 The vehicles listed above in section 2 are only available for short term hire. The Rental should never exceed 30 days unless agreed by Aces Car Hire, which in some cases will allow the agreement to be rented for a maximum of 90 Days.
- 4.5 If the Customer wishes to extend the Rental term they may do so at any time prior to the end of the Rental term. The Customer must contact the Company to arrange such an extension. Extensions may be made for up to 30 Days subject always to the existence of prior reservations made by other customers. The Company shall use all reasonable endeavours to satisfy requests for extensions but cannot guarantee the availability of the Vehicle to the Customer beyond the end of the pre-existing Rental term.
- 4.6 The Company reserves the right to recall the Vehicle immediately at any time. In the event that the Company exercises this right the Customer will be reimbursed for any and all full [and half] days remaining in the Rental term or will be issued immediately with a replacement Vehicle of the same Class or of the closest Class thereto at no additional cost. If the replacement Vehicle is of a lower Class [no] OR [a] discount will be offered. Availability of replacement Vehicles in higher Classes will be subject to the eligibility requirements set out in Clause 3. If the Vehicle is not returned to the Company on request the Customer shall be deemed to have authorised the Company to enter the Customer's property and use any means necessary to recover the vehicle. The Customer shall be charged for any costs associated with such recovery.

### 5. Fees and Payment

- 5.1 The Rental Fees will be determined by reference to the length of the Rental term, the Class of the Vehicle, any relevant surcharges and any additional items which may be included in the Rental.
- 5.2 Payment may be made by either credit or debit card. A security deposit will be taken at the start of the Rental term which will be refunded to the Customer at the end of the Rental term provided no costs have been incurred during the Rental term under sub-Clauses 6.9, [7.2], 7.8 and 8.3. If such costs are incurred, they will be deducted from the security deposit. You

can find the deposit amounts stated in section 2 next to each type of car section.

- 5.3 The Customer's card details will be taken at the start of the Rental term along with the deposit set out in sub-Clause 5.2. When the Vehicle is returned at the end of the Rental term the Rental Fees will be charged to that card unless the Customer opts to provide an alternative form of payment.
- 5.4 If full payment cannot be made on the due date for any reason other than the fault of the Company or the failure of its systems, the Customer shall be charged the Daily Rental rate for the vehicle hired on the outstanding balance from the due date up to and including the actual date of payment.
- 5.5 Aces Car Hire will be allowed to charge your credit or debit card for any money owed, by signing this contract you agree to allow us to debit the amount owed from your account. We will charge your account for "Fines," Damages, excess and anything else stated in this contract. Aces car hire will ask you to make payment, if you fail to make payment we will use your card details to claim payment for what we are owed. Once payment is successful we will notify you either in writing, text message or by email.

## 6. Vehicle Usage

- 6.1 The Customer may only use the Vehicle for the normal purpose for which it is intended. In the case of a car that is the carrying of passengers (up to the maximum number permitted for that particular Vehicle as indicated to the Customer at the start of the Rental term) and associated luggage within the passenger compartment and luggage compartments of the car.
- 6.2 The Customer may not fit a roof rack, roof box or any other form of external carrier other than those approved and provided by the Company.
- 6.3 Towing is permitted only where the Vehicle has been fitted with a towbar. The Company will inform the Customer of the maximum towing weight for the Vehicle at the time of collection.
- 6.4 The Vehicle must not, under any circumstances, be used for the transportation of inflammable, toxic, corrosive, radioactive, biohazardous or other dangerous goods or substances.
- 6.5 Subject to the prior approval of the Company, Customers are permitted to transport domestic pets in the Vehicle. The transportation of other animals is not permitted (save for those in trailers which are being towed as permitted under sub-Clause 6.3).
- 6.6 Use of the Vehicle on anything other than normal public roads (the definition of "normal public roads" includes private roads, drive ways, car parks etc.) is not permitted. This prohibition includes, but is not limited to:
- 6.6.1 Off-road driving (this applies even where the Vehicle is a 4x4 or SUV which is capable of such activity);
  - 6.6.2 Participating in racing or other competitions of any kind; and
  - 6.6.3 Speed testing or time trials.
- 6.7 Further restrictions apply to the Customer's use of the Vehicle. The Customer may not:
- 6.7.1 Use the Vehicle for any illegal purposes (including exceeding speed limits and other breaches of the Highway Code);
  - 6.7.2 Use the Vehicle whilst under the influence of alcohol or drugs;
  - 6.7.3 Use the Vehicle for the purposes of instructing learner drivers;
  - 6.7.4 Allow any driver that is not a party to the Rental Agreement to drive the Vehicle;
  - 6.7.5 Use the Vehicle for the carrying of passengers for financial gain; and
  - 6.7.6 Sub-rent the Vehicle.
- 6.8 Unless otherwise agreed at the time of Rental, the Customer may only drive the Vehicle within United Kingdom.
- 6.9 The Vehicle will be supplied to the Customer with either  $\frac{3}{4}$ ,  $\frac{1}{2}$ ,  $\frac{1}{4}$  Tank or Full Tank of either petrol or diesel, as appropriate. During the term of the Rental the Customer shall ensure that they use the correct fuel. The Vehicle must be returned to the Company at the same level of fuel they received it at. Failure to do so will result in the Customer being charged for the required amount of fuel [and an excess of £10].
- 6.10 In the event that the Customer uses incorrect fuel in the Vehicle they must neither drive it nor attempt to remove the fuel. The Customer must contact the Company and the Company shall dispatch its Recovery Service to take the necessary action. The Customer will be charged at the full rate for any expenses incurred by the Company in this regard including any damages caused to the vehicle.
- 6.11 The Customer must always lock the Vehicle and activate any installed security systems when leaving it unattended, irrespective of the length of time for which it will be so left.

## 7. Vehicle Care and Maintenance

- 7.1 The Vehicle will be supplied in a clean and road-worthy condition having been fully valeted and subjected to a full mechanical inspection which includes topping up all necessary fluids and oil and checks on all tyres.
- 7.2 The Customer shall ensure that the Vehicle is returned to the Company in a similarly road-worthy condition. Whilst the Customer is not required to clean the Vehicle under normal circumstances, any spillages or stains inside the Vehicle which

occur during the term of the Rental must be cleaned by the Customer and might incur an additional charge. No replacement of fluids by the Customer is required however the Customer may (but not must), if necessary, refill the screen wash reservoir with suitable pre-mixed or diluted screen wash.

- 7.3** If the tyres on the Vehicle become damaged during the term of the Rental for any reason other than normal wear and tear the Customer must replace, at their own expense, that / those tyre(s) with tyres of the same type and dimensions. Before replacing, please contact the company instantly for their approval and only go ahead once you have received this confirmation. The Customer must inform the Company of any such replacements.
- 7.4** The Rental is inclusive of breakdown cover which shall be provided by the Company's Recovery Service. The Customer will be provided with contact details for the Recovery Service at the time of collection. Under no circumstances should the Customer use any other recovery service.
- 7.5** If any mechanical failure occurs during the term of the Rental the Customer must immediately cease driving the Vehicle and contact the Company whereupon the Company shall dispatch its Recovery Service to take the necessary action. The Company will bear the expense of any remedial work required provided the damage or failure is not found to be the fault of the Customer and provided such remedial work is carried out by an authorised repairer.
- 7.6** The Customer should not attempt to make any repairs to the Vehicle. This includes, but is not limited to, mechanical repairs and bodywork repairs.
- 7.7** In the event of failure under sub-Clause 7.5 the Company shall have the option of repairing the Vehicle or making a replacement Vehicle available to the Customer.
- 7.8** The Company shall ensure that the Vehicle is fully insured pursuant to Clause 8. If any damage occurs to the Vehicle for which an insurance claim cannot be made such as that caused by other unidentified persons or vehicles or by hitting low-level objects such as bridges or low-hanging trees, the Customer shall be deemed fully responsible.
- 7.9** Smoking in the vehicle is not allowed in any of our vehicles. You will be fined £30 for smoking inside of our vehicle and will be liable to pay for any damages caused to the interior or exterior of the vehicle from ash burns, smoking etc. This payment will be deducted from your deposit and you will be required to pay the full cost of repair or replacement from an Approved Dealer.
- 7.10** Any Minor damages caused to the vehicle such as Door Shut Blemishes, Scratches, Cracks, Broken Lights or Mirros, Windscreen etc you will be liable to pay the Damage repair or replacement cost and this will be deducted from your deposit. These costs will be given by our inspector or an authorised body repair centre of our choice.
- 7.11** You will be liable for any minor or major windscreen damage and required to pay the replacement cost or repair cost for this window. Excess for windscreen is stated in section 2 under "EXCESS" as this covers damage to vehicle or windscreen excess.. If there are any repairable minor damage we will notify you the price for this repair within 3 – 5 working days unless body shops request longer and this cost will be deducted from your deposit or we will charge you any extra needed. You will be liable to pay all repair, damage and excess cost within 48hours if it reaches more than your deposit. If we do not receive payments owed you will be liable to pay and we will use money claims online service to issue court judgment and all legal fees will be added to the amount you owe.

## **8. Insurance**

- 8.1** Standard insurance cover is provided as part of the Rental. This cover includes the following provisions:

Material Damage - £38,000.00

Third Property Damage - £5,000,000

Third Party Bodily Injury - £Unlimited

## **9. Accidents and Theft**

- 9.1** In the event of an accident the Customer must not admit any fault or responsibility. The Customer should take the following steps:
- 9.1.1 Make a detailed note of the names, addresses, telephone numbers and car registration numbers of any other parties involved in the accident – indicating also whether those parties are the owners of their respective vehicles;
  - 9.1.2 Make a detailed note of the names, addresses and telephone numbers of any witnesses;
  - 9.1.3 Contact the police in the event of any suspected injuries or any disputes over responsibility;
  - 9.1.4 Contact the rental office of the Company from which the Vehicle was collected and inform them of the accident, following any further instructions the Company may issue;
  - 9.1.5 Secure the Vehicle in a safe location, with police assistance if necessary.
- 9.2** If the Vehicle is stolen the Customer must firstly inform the police of the incident, providing all details requested. The customer must then inform the Company by contacting the rental office from which the Vehicle was collected, providing all details of the incident including information provided by the police including, where relevant, the crime reference number.
- 9.3** Unless the Customer pays the additional charge set out in sub-Clause 8.3, the Company will not provide insurance cover

for anything inside or attached to the Vehicle that is not the property of the Company.

- 9.4 You will not be insured if you leave the keys in the vehicle or leave them outside the vehicle which results in the vehicle being stolen. Insurance does not cover this and you will be liable to pay for Loss of Business, Repay Original Price of Car & any other legal or cost involved in this..
- 9.5 If the Customer Has Stolen the Vehicle you will be liable for the full Value of the vehicle when Purchased. We will provide Invoice from Dealership / Showroom of where the vehicle was purchased and you will be required to make this payment instantly. You will be also charged any Legal Fees or Private Debt Collectors fees incurred and we will give 7 working days until taking legal action.
- 9.6 If you have stolen the vehicle and the full purchase amount is not paid after 7 working days we will repossess any of your belongings, including vehicles, House etc and you will incur the debt collector's fees and any other legal fees. You will also be charged for Loss of Business, which we will provide using cancellation emails which are sent to customers.
- 9.7 You will be liable for the full excess described in these Terms And Conditions. You can find the Excess in section 2 and section 10.
- 9.8 You will be liable for the FULL EXCESS if the Vehicle is involved in an Fault or non-Fault Accident. This payment will be requested Immediately and your deposit will be held until claim is settled and paid in full.
- 9.9 If your Accident is a Non Fault you will still be charged and this payment will not be refunded.

## 10. Fines, Penalties, Excess, Tolls and other Charges

- 10.1 In the event that a penalty charge notice, fine or similar penalty is issued which concerns the Vehicle during the Rental Period the Company will immediately inform the Customer and shall require them to pay the fine either to the Company or to the issuing authority as the case may be.
- 10.2 If the Customer receives any parking fines while the Vehicle is in their possession full payment of such fines must be made by the Customer directly to the relevant authority.
- 10.3 If the Customer takes the Vehicle into the London Congestion Charging Zone the Customer shall be required to pay the Congestion Charge directly by contacting Transport for London on [#### it used to be 0343 222 2222].
- 10.4 If the Customer takes the Vehicle on any toll road or other chargeable route the Customer shall be solely responsible for paying the requisite charges.
- 10.5 In the event a fine is issued after the termination of the Agreement, Company reserves the right to charge the credit card of the Customer for an administration fee and the fine.
- 10.6 The Excess for a claim fault, non-fault or any damage caused to the car in stated in section 2 which shows the excess amounts of each type of vehicle damage also including Windscreen damage. Customer shall be charged for any damage to the vehicle such as bumper, deep scratches and so forth unless damage is one of the following in which case Customer shall be charged the prices listed below.

Type	Minor "2inch" or less	Full ("2inch+)	Refurb Process
CLA AMG ALLOY GLOSS BLACK	£30-£50	£150	1 – 2 days
C63 AMG TWO TONE ALLOYS	N/A	£200	5 Working Days
Diamond Cut Alloys M4,4 SERIES, X5	£75	£200	5 Working Days
RANGE ROVER ALLOYS	£75	£200	5 Working Days

### Important Please Read

Please note that depending on the amount of damage caused to the alloy, if the vehicle is unable to be repaired before re hired out you will be charged for Loss of Business or Days of Road due to the Body Shop Repairing the Alloy. Diamond Cutt Alloys and Two Tone require the body shop to keep the alloy for a minimum of 5 working days to 7 working days in the Body shop. If the car is not booked you will be liable to pay the "Daily Rental Cost" until vehicle is repair discounted by 50%. If the Vehicle is booked and we loose the booking due to the Alloy you will be liable for the Loss of that booking.

#### 11. Mileage

11.1 CLASS A & B VEHICLE Mileage shall be capped at 150 Miles Per Day unless otherwise agreed and the Customer shall be charged £0.30 per mile in the event Customer exceeds the daily allowance.

11.2 CLASS C VEHICLE Mileage shall be capped at 120 Miles Per Day unless otherwise agreed and the Customer shall be charged £2 per mile in the event Customer exceeds the daily allowance.

#### 12. Cancellation

##### Cancellation shall be as follows:

Please view the independent cancellation T&C Available on the Website or in your Booking confirmation email.

Once your hire has commenced you cannot cancel your booking or request less days of hire, we will not in any way issue any partial or full refunds towards rental cost.

#### 13. Inspection sheet

13.1 In the event, customer does not sign the Arrival Inspection sheet, Customer shall be held liable for any damages claimed against Customer and shall lose the deposit and be charged for any damage caused. Failure to sign the Arrival inspection sheet will entitle the Company to re claim payment for the excess.

#### 14. Data Protection

14.1 the Company will not share the Customer's personal data with any third parties for any reasons without the prior consent of the Customer. Such data will only be collected, processed and held in accordance with the Company's rights and obligations arising under the provisions and principles of the Data Protection Act 1998.

14.2 The Company has the right to pass on any personal information provided by the Customer to relevant authorities including, but not limited to, the DVLA and the police. In the event that the Customer is in breach of these Terms and Conditions the Company may also pass on any such information to credit reference agencies and debt recovery agencies.

14.3 Company reserves the right to keep debit/credit card details of customers, These details will not be shared with any third party and only used if you are to receive any Fines, Penalties, Damage cost or any other cost related to your rental of this vehicle.

#### 15. Termination

15.1 Where the Customer is an individual, the Company shall be entitled to terminate the Rental Agreement in the event that:

- 15.1.1 the Customer is in breach of these Terms and Conditions;
- 15.1.2 the Customer has had their personal belongings confiscated in order to satisfy debts; or
- 15.1.3 the Customer has a receiving order made against them.

15.2 Where the Customer is a company, the Company shall be entitled to terminate the Rental Agreement in the event that:

- 15.2.1 the Customer is in breach of these Terms and Conditions;
- 15.2.2 the Customer goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.

15.3 In the event of termination for any of the above reasons:

- 15.3.1 all payments required under the Rental Agreement shall become due and immediately payable; and
- 15.3.2 the Company shall have the immediate right to request the immediate return of the Vehicle or repossess the Vehicle and may charge the Customer for any reasonable costs involved in such repossession.

## 16. The Company's Liability

- 16.1 The Company shall be responsible for any foreseeable loss or damage that the Customer may suffer only as a result of the Company's breach of these Terms and Conditions or as a result of the Company's negligence. Loss or damage is foreseeable only if it is an obvious consequence of the Company's breach or negligence or if it is contemplated by the Customer and the Company when the Rental Agreement is formed. The Company will not be responsible for any loss or damage that is not foreseeable.
- 16.2 In any event, The Company's total liability under these Terms and Conditions shall be limited to the value of the contract between the Company and the Customer, that is, the total Rental Fees payable by the Customer.
- 16.3 Nothing in these Terms and Conditions seeks to exclude or limit the Company's liability for death or personal injury caused by its negligence (including that of its employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 16.4 Nothing in these Terms and Conditions seeks to exclude or limit the Company's liability with respect to the Customer's rights as a consumer (where the Customer is not contracting in the capacity of a business).

## 17. Events Outside of the Company's Control (Force Majeure)

The Company shall not be liable for any failure or delay in performing its obligations where that failure or delay results from any cause that is beyond its reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond the Company's control.

## 18. Miscellaneous

- 18.1 The Company may transfer (assign) its obligations and rights under these Terms and Conditions (and under the Rental Agreement, as applicable) to a third party (this may happen, for example, if the Company sells its business). If this occurs the Customer will be informed by the Company. The Customer's rights under these Terms and Conditions will not be affected and the Company's obligations under these Terms will be transferred to the third party who will remain bound by them.
- 18.2 The Customer may not transfer (assign) their obligations and rights under these Terms and Conditions (and under the Rental Agreement, as applicable) without the Company's express written permission.
- 18.3 All cars are fitted with trackers which notifies us of any Burn Outs, Breaching of speed limits or dangerous and reckless driving. You will be given 3 warnings via telephone and text message if we find you breaching these rules. Upon the third message we maintain the right to claim your full deposit and collect the vehicle immediately and you will no longer be able to be insured and must allow us to collect this for breaching terms and conditions. If you are not allowing us to collect the vehicle you will be charged double the daily rate until the vehicle is collected and we will remain right to inform the law about our car hire vehicle being stolen.
- 18.4 The Rental Agreement is between the Customer and the Company. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 18.5 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 18.6 No failure or delay by the Company in exercising any of its rights under these Terms and Conditions means that it has waived that right, and no waiver by the Company of a breach of any provision of these Terms and Conditions means that it will waive any subsequent breach of the same or any other provision.

## 19. Governing Law and Jurisdiction

- 19.1 These Terms and Condition (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 19.2 Any dispute, controversy, proceedings or claim between the Company and the Customer relating to these Terms and Conditions (or the Rental Agreement) (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the non-exclusive jurisdiction of the courts of England and Wales.

