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CODE OF BEST PRACTICE FOR THE CAR AND VAN SHORT TERM HIRE INDUSTRY

1. Scope

This Code establishes standards of good practice for the car and van short term rental industry. It is intended to ensure that the Customer who obtains rental facilities from a rental company subscribing to the code (hereafter “the Company”) receives a level of service of the highest possible standard and integrity.

2. Standards of behaviour

2.1 Before Reservation

The Company will ensure that all its advertising and literature contains no misleading or inaccurate statements, that its tariffs are promoted transparently and that its terms and conditions are readily accessible, at the time of booking or reservation, in a clear and unambiguous manner. Any website of the Company must provide the visitor with all the relevant information and pricing in a clear, unambiguous, structured, intelligible and accurate manner. The website shall, in particular, provide detailed information on all mandatory and optional components that are available for areas such as fuel policy, damage excess and allowed mileage.

A Customer rental guide explaining what to expect when renting a car should be readily available on the Company’s website.

2.2 Reservation

At the time of reservation, the Company will clearly advise the Customer of what is included in the price quoted to avoid disputes from arising such as the charges being hidden, unexpected or unfair. The Company will explain to the Customer what the quoted rental price includes.

Throughout a reservation process on the Company’s website, the Company will ensure that the same language is used and that the Customer will be able to complete the process entirely in the language of the country in which the website is promoted.

All the terms and conditions, including the conditions for cancellation and modification of the reservation, must be presented in a transparent and clear manner in the language used during the booking process. The vehicle categories (and their representative example) available at the time of reservation should be clearly described. The quoted rental price includes all mandatory charges to allow the Customer to drive away with the vehicle. When applicable, additional qualifications imposed on the driver in relation to the reservation will be clearly stated.

During the reservation process, the Company will provide information with regards to the applicable tariffs and the different kinds of coverage and risk levels possible. Customers should be informed of any damage excess which may apply.

All product options offered on the website will be provided on an “opt-in basis” with transparent pricing.

Related to reservations on the Company’s website, the limitations or conditions attached to the offer should be clearly displayed before the reservation is confirmed. The reservation terms and conditions should be made readily available to the Customer on the website for review and the Customer will be required to confirm his knowledge thereof.

The Company will ensure that the Customer is made fully aware, at the time of reservation, of any applicable cancellation and no show or cancellation fee policies that may be applied, and compensation payable by the rental company where they are unable to fulfil their part of the agreement.

At the end of the reservation process, the Company will summarise all reservation details, specifying the applicable tariffs and booking confirmation.

Related to reservations on the Company's website, the Customer can retain (print-out or save otherwise) a copy of the reservation details upon confirmation of the reservation.

The Company will ensure that each reservation has a unique generic identifier making it easy to trace the terms of the confirmed reservation at any time by the rental firm.

The Company will be responsible for ensuring the Customer is made aware of any requirements that have to be met by the Customer before the rental can go-ahead for example, details of identity documents that must be present at the rental desk, minimum driving experience, age-restrictions, driving endorsements, methods of payment, or deposit.

2.3 The rental

2.3.1 The rental agreement and the Company's duty to inform

The Company will ensure that the tariffs and conditions indicated in the rental agreement are those confirmed to the Customer at the time of reservation. Charges not referred to in the rental agreement signed by the Customer, cannot be imposed on the Customer. The Company will ensure that the rental agreement is readily accessible, clear, unambiguous and provided in the language of the country the rental takes place and, where possible, in English.

The Company will indicate to the Customer his risk contained in the standard coverage and/or insurance policy and inform the latter of the various optional insurances or coverage (if any) that can be purchased, as well as the scope and price thereof. The Company will provide information regarding the extent of the Customer's financial responsibility if the vehicle is damaged and in the event of third party claims. For each scenario the Company will provide information on the extent of the Customer's financial responsibility if the vehicle is returned damaged or is stolen.

In relation to the provision of Personal Accident Insurance (PAI), the Company shall ensure that it:

- Will provide focused training for all staff involved in selling PAI at the counter, covering what the product is for and the cover it provides; and
- Provide clear and concise information at the counter in at least two languages to explain the cover and benefits and how to make a claim or complaint; and
- Train staff to sell PAI responsibly and transparently i.e. to describe the product but not to offer advice or pressurize the Customer into making a purchase.

The Company will further provide information to the Customer on the other charges that may potentially apply (including the basis on which they are calculated and charged), in particular those related to:

- special equipment (e.g. child seat) or services
- re-fuelling
- excess mileage
- one-way rental
- additional driver(s)
- young driver(s)
- airports surcharges
- return of the vehicle outside off premises
- out of hours returns
- parking and traffic fines and cost of any administrative charges
- damage liability
- congestion charges and tolls

In addition, information must be provided as follows:

- where and when to return the vehicle (including explicit mention of opening hours of the relevant office)
- what to do in the event of accident, break-down or theft of the vehicle (including contact information)
- possibility of one-way rental
- applicable restrictions or conditions for the return of the vehicle at a different station; in another country; outside a station or outside office hours
- applicable age or driving licence limitations
- applicable restrictions on driving in a given area or country
- applicable mileage limitations
- the fuel type, the fuel return policy and the options available to the Customer
- other conditions or restrictions that apply to the use of the vehicle
- winter tyres, in countries where applicable

The Company will provide, prior to commencement of the rental, information to the Customer on the role of the deposit (cash or pre-authorisation) and the prepayment (if any) as well as the payment methods that are available upon return of the vehicle.

The Company will draw the Customer's attention to the fact that, if the payment of the rental is made by payment card, the Customer, by signing the rental agreement, authorizes the Company to charge all amounts deriving from the contract to the card account.

The information and explanation provided must be clear, accurate, intelligible and properly documented.

The contact information of the rental company's Customer service department should be provided in a transparent and accessible manner.

2.3.2 Rental agreement

The Customer must receive a copy of the agreement and the terms and conditions applicable to his rental. The Company should always take necessary steps to ensure that the Customer has the opportunity to read and understand all the terms of the agreement both on the front and back, and help clarify any terms as requested, before the agreement is signed.

A copy of the signed rental agreement must be given to the Customer prior to the rental commencing.

2.3.3. The condition of the vehicle

The Company will ensure that the vehicle provided to the Customer is in a safe, clean and roadworthy condition in the country where the vehicle is supplied. To that effect it will maintain the vehicle in accordance with the standards recommended by the vehicle manufacturer and will, in addition, arrange for the vehicle to be inspected at appropriate intervals to determine the condition of those parts that are essential to its safe operation.

All documents and accessories legally required in the country where the vehicle is collected (e.g. emergency triangles, reflective jacket, etc.) must be in the vehicle at the start of the rental and comply with local legislation.

2.3.4 Pre and post rental inspection

The Company will provide the Customer with a pre-rental inspection report that incorporates a diagram of the exterior and (if available) interior of the vehicle and will note and indicate any pre-existing damage such as scratches, dents etc. The pre-rental inspection report may also list portable accessories available in/on the vehicle. Prior to a rental commencing, the Customer must be given the opportunity to check and agree both the interior and exterior condition of the vehicle before accepting the inspection report (they may not always sign, if left in a car park but should be asked to check vehicle condition and immediately advise of any damage not noted).

The Company must, upon request, be able to help the Customer help get familiarised with the basic controls, operation, and use of the vehicle.

Once the vehicle is returned, the Company will, where possible, inspect it in the presence of the Customer and establish a written post-rental inspection report.

The Company and the Customer must record, on the post-rental inspection form, any new damage found on the vehicle that was not recorded on the pre-rental inspection report. The post-rental inspection form must be noted and signed for by both parties. The Company should provide clarity regarding responsibility for rental damage, through information made available on the Company's website.

The Customer must sign a declaration if he does not wish to be involved in the inspection.

If the post-rental inspection cannot be carried out in the presence of the Customer, the Company will, in the event of new damages or missing accessories, for which a charge will be made, send a detailed post-rental inspection report to the Customer.

2.3.5 Vehicles returned out of hours and fast drop off

The Company's website should clearly display the address and opening hours of the pick-up and delivery location(s) of the rental vehicle.

Where the Company has agreed that the Customer can return a vehicle outside normal opening hours or the Customer has chosen to use a fast track drop box, the Company must provide the Customer with clear procedures and practices for returning the vehicle.

3. Billing

The tariffs indicated in the bill must correspond to those detailed in the rental agreement or conveyed to the Customer at the time of reservation, except if the conditions initially agreed upon have been modified during the rental by agreement between the parties.

The bill must be broken down per each item charged and clearly indicate the reason for the various charges and the calculation methods used and the currency applied. This includes providing information on the damage matrix or similar to help substantiate the estimated costs.

To the extent possible, the Customer's bill must be closed off in the presence of the Customer upon return of the vehicle.

If the Company is unable to do this, the Company must send a detailed report to the Customer on the amounts charged. The report must indicate the procedure to follow in case the Customer has any queries. The report must be sent to the Customer as soon as possible in order not to restrict the ability of the Customer to dispute any of the amounts charged.

4. Complaint Handling

The Company should always aim to deliver a high level of service and strive to resolve complaints quickly and amicably.

All staff should be aware of the Company's complaint handling procedures and staff dealing with complaints should respond swiftly, paying particular attention to:

- Advising Customers of the complaints procedure, how to use it and what additional options are available to them; and
- Treating complaints seriously and deal with them in a positive and friendly manner; and
- Maintaining a complete record of all complaints.

5. Data Protection

All Customers' personally identifiable data will be held, treated and respected in accordance with prevailing data protection laws in each country.

6. Legal Rights

Nothing in this Code restricts, or is intended to restrict, the rights of a Customer to pursue disputes through the courts or other relevant institutions such as Alternative Dispute Resolution bodies.