**BVRLA CONFIDENTIAL** 

### Governance & Compliance



## **BVRLA Rental Factsheet Pre-Rental Inspection and Rental Agreement August 2024**

#### Background

When renting a vehicle to a customer, it's important to ensure that rental members are able to evidence:

- The condition of the vehicle at the time of collection or delivery.
- That the vehicle was safety checked prior to collection or delivery.
- The terms of the agreement to which the hirer is bound upon receipt of the vehicle.

As a valued member of the BVRLA, we are committed to helping you maintain high standards of conduct and compliance with the BVRLA Code of Conduct. To support this we have produced this factsheet with the support of BVRLA member, ProHire Ltd who have provided a sample Pre-Rental Safety Checklist and Rental Agreement document to support your understanding.

#### **The Rental Agreement**

To protect both the hirer and the rental company in the event of any dispute over the terms of the agreement for vehicle rental, a comprehensive rental agreement should be in place documenting the following items:

- Customer details (including Name, DOB, Contact details and Licence details),
- Vehicle details (including registration number, make, model and fuel type) and inventory,
- Delivery/collection details,
- Billing and Head Office address,
- Booking Reference,
- Payment details,
- Insurance details including an insurance declaration,

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- Statement of liability, to be signed by the hirer, agreeing to be liable for PCN's and Road Traffic Offences,
- Details of any additional driver,
- Signatures on all relevant areas along with confirmation of the signature date and full name.

A sample Rental Agreement document can be found at Appendix One of this document.

#### **The Pre-Rental Inspection**

The vehicle details should be recorded so it is easily identifiable which vehicle the condition report relates to and so that any previous documentation for the vehicle will be easily found. This should demonstrate that the vehicle provided at handover matches details outlined on the Rental Agreement document. This will also evidence the condition the vehicle should be returned in so any damage can be identified quickly.

The key things to include should be:

- Make/Model
- Registration Number
- Fuel type and level, or battery percentage if electric vehicle
- Tyre condition- including tread depth and tyre pressure

#### **Pre-rental Walk Round- Exterior**

A pre-rental walk around should always be done with the customer before the keys have been handed over. This should include a look at the exterior of the vehicle, highlighting any existing damage to the vehicle, and noting any damage or fair wear and tear. It is best practice for both the rental member and the customer to take photos of any damage identified.

#### **Pre-rental Walk Through- Interior**

After the condition of the exterior has been agreed on and documented, the interior should then be checked. This should include the:

- Cleanliness of the vehicle,
- Inventory,
- How to work the interior radio/car play system,
- Starting and driving the vehicle (things like push button start or changing the gear),
- Check of all seatbelts to ensure they are safe and working correctly,
- If the vehicle is electric or hybrid, this overview should include charging facilities.

Any damage to the inside of the vehicle should be clearly documented, with evidence.

If an electric/hybrid vehicle is provided there should be a walk-through process documented to discuss how to charge the vehicle, where the charger is kept, how to plug in the charger and the

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charging points/facilities that can be used for the vehicle. It is worth remembering that this could be the customers first experience of using an electric vehicle.

#### **Vehicle Condition Agreement**

The condition recorded should cover safety aspects along with any damage whether it impacts the use of the vehicle or not. Without proper record of the condition of the vehicle at the time of rental, having been agreed to by the customer, it will be difficult to evidence any change in the condition of the vehicle at the end of the rental and therefore any compensation that might be due from the customer.

Once all things have been discussed and both parties are happy there should be a sign off statement documenting that the customer agrees with the findings. This should be signed by the hirer and the member of staff that completed the check.

A copy of this document should be given to the customer, either physically or electronically, and a copy should be kept for the rental member.

An example of how this document might look, and the kind of information that should be included, can be found at **Appendix Two** of this document.

#### **Return of Vehicle**

The same process should take place when the vehicle is returned. This can be added to the original copy from when the vehicle was sent out or it can be of a separate form. The customer should have a copy of both documents to take away.

If on the same form, there should be 2 tick boxes of each of the interior check and new damage should be recorded in a different colour on the vehicle map so it can be easily identified. There should also be a section where new damage can be noted down above the return signatures.

Any documentation can be voided if there are no signatures as this will no show proof of agreement or consent at the time the vehicle was collected or returned.

If you allow unattended drop offs, there needs to be a clear statement of how long you have once the vehicle is returned to inspect the vehicle and how long the customer will be liable for the vehicle following the drop off.

#### Contact

If you have any further questions, please contact compliance@bvrla.co.uk

This factsheet was produced with the support of BVRLA Member, Prohire Ltd.



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#### **Appendix One**

	Make & Model of Hire Vehicle:	FORD FIESTA ZETEC
$\bigcirc$	Vehicle Reg. No.:	REG 05
	Fuel Type:	PETROL
	RA No.:	H815
	Mileage.:	10
Pre Rental Inspection:	Fuel Level:	FULL

Key: X = Chip/ Crack, O = Dent, S = Scratch, D = Damage



олт	IN		оит	IN		OUT IN			
		Tyres			Exterior Cleaned				
		Spare			Interior Cleaned				
		Tools			Glove Box				
		Aerial			Fire Extinguisher				
		Mirrors			Extras				
		No Smoking Sign			Sack Barrow/ Child Seat				
condition indicated on this form.  Hirer Signature Date									
t Name Print Name					Time				
	Time	м	ileage		Fuel				
has been	returned a	nd checked. I agree th	at the da	mage on t	this vehicle is as stated o	on this for			
	ed thorough	ed thoroughly and all parm.	Tyres     Spare     Spare     Tools     Aerial     Mirrors     No Smoking Sign ed thoroughly and all parts found to be in workin mm.     Hire Company Sign     Print Name	Tyres     Spare     Spare     Tools     Aerial     Nirrors     No Smoking Sign ed thoroughly and all parts found to be in working order at     Torm.     Hire Company Signature     Print Name	Tyres     Spare     Spare     Tools     Aerial     Nimors     No Smoking Sign     Hire Company Signature     Print Name     Print Name	Tyres     Tyres     Spare     Interior Cleaned     Spare     Tools     Giove Box     Giove Box     Fire Extinguisher     Nirrors     No Smoking Sign     Sack Barrow/ Child Seat     Mirrors     Hire Company Signature Date     Print Name Time			

Appendix Two			Rental Agreement								
				Vehicle Reg. No.							
				Make Model							
Hirer/Account	Account No.	Account No. Order Ref.				Group Charge Booking Ref Identification					
Driving Lic. No.	D.O.B.	D.O.B. Test Date				ols	Radio	Oth	or		
Categories Issued No. Hirer's Name/ Contact	Issued By		Expiry	Spare		0015	Raulo				
					Address	:			·		
Billing/ HO Address	HAVE A SAFE JOURNEY				Delivery Notes:						
				Collecti	on Addre	ss:					
HIRER ACCEPTS FULL LIABILITY FOR ANY OVERHEAD DAMAGE				Collection Notes :							
Licence Address	Contact Address			Damage Out :				Fuel Out			
I	Fold		Recovery Details				Fuel In				
	Tel. No.:		Return Location								
	Fax. No.: Mobile No	D.:			_	Dat	te	Time	Miles		
Credit Card Details	Memo			Charge Charge							
Type: Card No.:				Due Ba							
Exp. Date:				Actual	Pickup						
Card Name:				Actual	Return						
Additional Drivers			DOB:	Driven							
Lic. No.: Issued By: Exp. Date: Cat:				Payı	ment	<u>8</u>					
Insurance Details		Insurance	e Declaration								
Do you wish the Lessor to insure the vehicle? Have you had any proposals declined, a policy cancelle renewal refused or been required to pay an increased p or had special conditions imposed by any motor insurer	remium	I the under cost of £50 claim on th	is of the signed agree to pay the insurance excess 0 in the event of any damage or theft e vehicle, or any third party claim made r insurance policy.								
Have you any physical or mental defect or infirmity or su	NO	Signature	e of Hirer								
from diabetes, fits or any heart complaint?		Hirers In:									
No     Comparing       Do you have any current convictions for any motoring offence (except parking)?     No       If YES see panel below     No		Company									
<u>Conv.</u> <u>Date</u> <u>Fine</u>	<u>Pts</u>	Policy No Expiry Dat Signature	te:								
Do you wish to add any motoring accident details that have occured in the last 3 years? No If YES see panel below. Claim No. Own Damage Third Party Outstanding More than the set of the se											
		Signature									
I declare that the information in this proposal is to the best of my knowledge and belief correct and complete in every detail and that no information has been withheld which might influence the acceptance of this proposal which with this declaration shall for the basis of the contract of insurance. Signature Print Name:											
Liability Statement Liability Statement Lihereby acknowledge that during the currency of the hiring agreement Lisha a.) Any fixed penalty offence or contravention in respect of that vehicle unde b.) Any excess parking charge which may be incurred in respect of that vehicle 1984 (as amended) c.) Any penalty charge incurred under the Road Traffic Act 1991.	er part III or section 66 of F nicle in pursuance of an O	Road Traffic Ac Inder under sec	t 1988 including congestion charging and tion 45 and/or 46 of the Road Regulation Traffic Act								
I also acknowledge that this liability shall extend to any other vehicle let to me under the same hiring agreement and to any period by which the original period of hiring may be extended. I hereby agree to hire the above vehicle on the Terms & Conditions set out herei & overleaf and confirm that if payment hereunder is to be made by credit or charge card my signature below shall constitute authority to debit my nominated credit or charge card company with the total due amount plus any administration charges, extensions or additional charges resulting from this remtal. The Hirrer and, if I am not the Hirer, I consent to my personal information including name, address, photo and drivers licence details) and information concerning the Hirer and the hire of the vehicle under this rental agreement (including details as to payment record, credit worthiness, accidents or claims or theft or damage to subject to such companies and the vehicle e not the terregulatory authorities, insures and credit or charges and thore vehicle errental concerning to subject to such companies and the point of the vehicle and other vehicle rental company other relevant information (being shared with other vehicle errental companies, supplies to such companies and the police and other regulatory authorities, insures and credit			I understand the Operators Licence requirements and agree that the vehicle is not to be used for commercial purposes for which an Operator's Licence would need to be held. I agree that if the vehicle is detained by the vehicle inspectorate for illegal use that I will be responsible for any charges incurred in restoring the vehicle, and any loss of income incurred by the rental company.								
reference agencies, for the purposes of crime detection, risk management and Signature Hirer Signature	e Lessor	others fildy V	Date		S Licence S Licence N			Checked	:		