

Rental Terms & Conditions

These terms and conditions apply between you and Oak First Flexi Lease for the rental of vehicles. Oak First Flexi Lease is a trading name for Oak First Investments Limited.

1. Placing an Order

Please be advised if you do not adhere to the Terms & Conditions regarding Driver Age, Payment, Driving Licences & History, Identification Required and Rental Payment Terms when collecting your vehicle our Cancellation Policy will be enforced. Should you be unable to fulfil the stated ID Requirements please contact Oak First Flexi Lease to discuss options prior to making a booking.

Your order of a vehicle from Oak First Flexi Lease is an offer by you to rent a specific vehicle at a specific rental on specific terms. All orders placed with Oak First Flexi Lease are subject to availability, possible price changes and the payment of a deposit in accordance with your accepted order.

Should the vehicle you order no longer be available upon receipt of your order, Oak First Flexi Lease will contact you by phone and/or email to offer suitable alternatives. Upon mutual acceptance of a suitable alternative Oak First Flexi Lease will then request a revised order from you and payment of the required deposit.

2. Rentals

I. The rentals quoted exclude VAT. Prices include number plates, VED for the full term (unless otherwise stated) and Vehicle First Registration Charge.

II. Oak First Flexi Lease reserves the right to change the rentals either before or after acceptance of any order. Oak First Flexi Lease shall notify you of such a change in writing giving you the right to cancel this order should the change not be acceptable.

III. Prices on www.firstflexilease.com are for information purposes only and do not constitute an offer by Oak First Flexi Lease capable of an acceptance by you.

IV. Upon agreement of terms by both parties and receipt of a correct order from yourself, and after your acceptance has been confirmed, your first rental, initial rental and damage payment will be due by bank transfer to us. At this point your chosen vehicle will be ordered and you are committed to the agreement

3. Mileage

Every rental agreement will have a specific total mileage allowance. Excess mileage charge will apply if the specified total mileage allowance is exceeded. Charges vary per manufacturer but can range from 25p to 75p per mile. Exceeding the specified total mileage allowance can also lead to the vehicle becoming out of contract. This means that the vehicle will not be accepted as a return and instead you will be asked to acquire the vehicle at the higher of CAP Clean Average or the pre-agreed guaranteed buy-back from the manufacturer or supplying dealer. Full details are available from Oak First Flexi Lease. Please email admin@oakfirst.co.uk

4. Images & Vehicle Specifications

The vehicle images displayed on the website are for illustration purposes only. Whilst every effort is made to verify and ensure the accuracy of the vehicle specifications listed this information must only be used as a guide and no purchasing decision should be made without consultation of the latest vehicle specifications available via the manufacturer's website or literature.

5. Delivery

Upon receipt of correct finance documentation, any requisite proofs and the balance of the initial payment Oak First Flexi Lease will arrange and confirm delivery of the vehicle to your chosen destination.

Delivery dates are subject to change by the manufacturer/dealer though you shall be informed immediately should there be any significant change to the originally stated time.

6. Driving Licences & History

Anyone who will be driving the Oak First Flexi Lease vehicle must present a valid driving licence with their current address, in person, at the time of collection. No copies of licences will be accepted.

On collection of vehicle, renter must produce: valid driving licence - we cannot accept an expired photocard

Drivers must have held a full driving licence for at least 12 months. Licence endorsements up to 9 points are accepted. If the driver has been banned from driving for a DD, DR or UT offence, or has been disqualified for 12 months or more, Oak First Flexi Lease will review these cases on an individual basis. We reserve the right to not offer a rental.

7. Your Responsibilities

a) It is your responsibility to maintain & service the vehicle in line with the manufacturers service schedule. This must be done by the vehicle manufacturers main dealer. Failure to do so could adversely affect the residual value of the vehicle at the end of the lease and can lead to the vehicle becoming out of contract. This means that the vehicle will not be accepted as a return and instead you will be asked to acquire the vehicle at the higher of CAP Clean Average or the pre-agreed guaranteed buy-back from the manufacturer or supplying dealer.

b) Do not ignore any warning lights on the dash, even if you feel they are insignificant. All vehicles come with Roadside assistance, technicians will come to your vehicle & the majority of faults can be fixed at the roadside. Should your vehicle need to be recovered back to a dealership make sure you tell the technician &/or the dealership that you need a loan vehicle while yours is off the road. We are not in a position to supply loan vehicles for broken down vehicles. If you need roadside assistance call the office on 01392 249250.

If it is out of hours use the following numbers: AA - 0800 887766 or RAC - 0330 159 8743, different manufacturers use different breakdown companies but 90% of our vehicles will fall into either of these 2 suppliers. Use the vehicle registration number as a reference.

c) Tyres need to be road legal on return. The law requires car tyres to have a minimum tread depth of 1.6mm in a continuous band around the central three quarters of the tyre. To help you judge how much tread you have on your car tyres, manufacturers often mould tread bars at roughly 1.6mm.

d) You must inspect the vehicle and any accessories, such as a satellite navigation system, we provide before you take the vehicle. If you are not satisfied with the vehicle or any accessories or if you do not think the condition of the vehicle meets our pre-rental inspection report, you must notify Oak First Flexi Lease before signing the vehicle condition report. In the absence of such notice, it shall be deemed that you received the vehicle and any accessories in perfect working order.

e) You must take care of the vehicle, any accessories and the keys or other locking device (including any apps which can be used with the vehicles) for the vehicle. You agree to return the vehicle in the same condition in which you received it. You must always lock the vehicle when you are not using it, and use any security device which is fitted or supplied with the vehicle. You must always use your best endeavors to protect the vehicle against adverse weather conditions which could cause damage to the vehicle. You must make sure that you use the correct fuel and fluids in the vehicle. If the vehicle is electric or plug-in hybrid you must charge the vehicle in accordance with the instructions provided.

f) You are responsible for any damage to the vehicle. You must pay our reasonable costs for bringing the vehicle back to the condition stated in the pre-rental inspection report. This could include the cost of any damage inside and outside the vehicle, cleaning costs if the vehicle is very dirty, and replacement or repair of any items or accessories provided to you.

g) You must not sell, rent or dispose of the vehicle, any of its parts or accessories. You must not give or try to give anyone the legal rights to the vehicle or transfer legal ownership.

h) You must not let anyone work on the vehicle without our written permission. If we do give permission we will only give you a refund if you have a receipt for the work we have given you permission for.

i) You must let us know as soon as you become aware of any defect with the vehicle, or if the vehicle is stolen or involved in an accident or broken down. Failure to notify may result in you breaking this agreement and liable to paying costs we incur.

j) If we have agreed to drop off the vehicle at an address you have given us, you will be responsible for the vehicle from the time we drop it off at this address.

k) Unless we have agreed to collect the vehicle from you, you must return the vehicle to the Exeter rental branch. You must return it during the published opening hours or at a time and place we tell you. When you return the vehicle, our staff must check its condition. If we have agreed to allow you to return the vehicle outside of our opening hours, you will stay responsible for the vehicle and its condition until our staff have checked it at the earliest opportunity the following day. We may need to clean the vehicle before our staff can check its condition. The vehicle must be returned by the return date stipulated in the contract. Failure to do so will incur additional charges.

l) You must not carry any object or substance which, because of its condition or smell, may harm the vehicle or delay us renting or selling it.

8. Our Responsibilities

a) We will identify and tell you about any existing damage to the vehicle before you sign this agreement.

b) The vehicle you have hired may be fitted with a tracking device, which may be used to ensure safe and compliant operation of the vehicle in line with the terms of this agreement. If the vehicle is not returned on the agreed date, time and place we may use the data recorded on the device to recover our vehicle. All data will be deleted once the rental agreement is ended.

c) We have maintained the vehicle to at least the manufacturer's recommended standard. The vehicle is roadworthy and suitable for you to use at the start of the rental period.

d) We are responsible if someone is injured or dies as a result of our action or failure to act. We are also responsible for any loss you suffer as a result of us breaking this agreement, if we could have predicted your loss at the time this agreement started and it is a result of us breaking this agreement. We are not responsible for any indirect losses which occur as a side effect of the main loss and which we or you could not have predicted, such as loss of profits or loss of opportunity (for example not being able to go to a business meeting or catching a flight).

9. Property

We are only responsible for loss or damage to property in the vehicle if the loss or damage is a result of our neglect or if we have broken this agreement. You are responsible for removing your personal belongings, including your data, from the vehicle at the end of the rental period, as we are not responsible for any items/data you leave in the vehicle. If you do leave items in the vehicle, we may agree to keep them for you to collect within a reasonable time. We may charge you reasonable costs for storing the items.

10. Conditions for Using The Vehicle

- a) Only you, any driver named on the rental agreement, and anyone we have given written permission to, can drive the vehicle. Anyone driving the vehicle must have a full driving licence which is valid in the European Economic Area for the type of vehicle you are renting.
- b) You must not rent the vehicle to anyone else. You must also not use the vehicle or let someone else use it:
- for any illegal purposes or in a way which would cause nuisance;
 - to carry passengers for a fee (except for minibuses which you have a valid operator's licence for);
 - for driving lessons;
 - to tow or push any vehicle, trailer or other object, without our written permission;
 - for racing, pacemaking, or to test the vehicle's reliability, performance or speed;
 - off roads or on roads unsuitable for the vehicle;
 - if you or the driver has been drinking alcohol or taking drugs that would result in the vehicle being operated illegally;
 - outside the United Kingdom, unless we have given you written permission and a Vehicle on Hire Certificate (VE103B);
 - if it is loaded beyond the manufacturer's maximum weight recommendations;
 - to carry unsecured loads;
 - to carry more passengers than the vehicle was manufactured to legally carry; or
 - to operate a goods vehicle or minibus without a valid operator's licence when required to do so.

11. Charges

We work out our charges using our current price list, which excludes VAT (see the rental agreement). You will be responsible for paying the following charges:-

- a) The rental and any other charges we work out according to this agreement.
- b) Any charge for loss or damage resulting from non-compliance, including where applicable, an administration fee to reflect reasonable administration costs which arise in dealing with these matters.
- c) A refueling service charge if you did not return the vehicle back to us with the agreed amount of fuel or electricity. The charge will be based upon the rates contained within this agreement or those at the location or rental branch you rented the vehicle from (or both). However, if at the time of signing the agreement, you have agreed to pay for a full tank of fuel and return the vehicle without refueling, then no refueling service charge shall be payable. You will not receive any credit for any unused fuel or electricity left in the tank or battery at the end of the rental period.
- d) All charges, including legal and administrative costs for any road-traffic offence or parking (local authority or private), congestion or toll charges, or any other offence or charges involving the rental vehicle, including costs from the vehicle being clamped, seized or towed away. You are responsible for paying the appropriate authority or company for any charges and costs if and when they ask you or us for these payments. You will also be responsible for paying our reasonable administration charges for dealing with these matters. However, where it is not reasonably practicable to transfer liability for any such fine or charge, we may use our discretion to settle the fine or charge with the appropriate authority and re-charge you such amount together with an administration charge to reflect our reasonable administration costs. Should you wish to appeal, contest or dispute any such fine or charge we shall pass all relevant information to you and you must liaise directly with the appropriate authority or company to obtain any refund, where this is possible.
- e) The reasonable cost of repairing any damage to the vehicle which was not noted at the start of the agreement, whether you were at fault or not. You will also be responsible for paying the reasonable cost of replacing the vehicle if it is stolen or written off, depending on any insurance or cover you have, if and when we demand this payment. You will also be responsible for paying our reasonable administration charges for dealing with this matter. Should we consider damage to the rental vehicle to be caused by your gross negligence, serious carelessness, or deliberate misuse, then we reserve the right to recharge the full cost of repairs regardless of the cover that has been taken out, e.g. driving the vehicle illegally, fuel contamination or driving through a flood. Any call out for a customer induced fault, (e.g. losing the key to the vehicle or changing a punctured tyre) could lead to additional charges being applied to the rental agreement.
- f) A loss-of-income charge, when we demand it, if we cannot rent out the vehicle because it needs to be repaired, if it is a write-off (it cannot be repaired), or if it has been stolen and we are waiting to receive a full payment of the vehicle's value.
- g) We will only charge you for loss of income if we cannot get back our losses under the damage protection programme, as explained in section 11. We will charge you at the published daily or hourly rate, and we will never charge you for more than 30 days rental charges. In addition, we will also make suitable deductions for any costs which we have avoided during the period that the vehicle cannot be rented, up to a maximum of 30 days. We will always do everything we can to make sure we repair the vehicle or get back our costs as soon as possible.
- h) Any recovery charges arising from the Driver and Vehicle Services Agency (DVSA), HM Revenue & Customs (HMRC), the police, or any other organisation or their agents, who have seized our vehicle while on hire to you. You will also have to pay us a loss-of-income charge while we cannot rent out the vehicle.
- i) Any published rates for delivering and collecting the vehicle, a charge for an extra driver or returning the vehicle late, and charges for accessories such as child car seats, satellite navigation systems and other similar items.

j) Interest, which we will add every day to any amount you do not pay us on time, at the rate of 4% a year above the base lending rate as published by Barclays Bank. We will publish this rate from time to time.

k) You are responsible for any loss or damage to additional equipment hired at time of rental including but not limited to satellite navigation equipment, baby seats etc.

l) We will work out all charges in line with this agreement, and they will include VAT (if this applies).

m) Vehicle recovery charges will include driver time, fuel, administration, and any third-party logistics required. These costs will be based on our standard published rates and may be itemised on your final invoice

You are responsible for all charges, even if you have asked someone else to be responsible for them.

12. Your Own Motor Insurance

If we have agreed to fill in the appropriate box on the rental agreement prior to the conclusion of the rental agreement, you may arrange your own motor insurance to cover your legal responsibility for any loss or if the vehicle is stolen or damaged for the full period you are renting the vehicle for and third party liability. You must prove that this motor insurance is valid and sign the confirmation on the rental agreement. We have the right to agree:

the amount of cover you arrange; the type of policy you choose; and the insurer you choose.

We must be satisfied with the motor insurance cover and policy conditions, and you must not change them. We may ask your insurers to record our name as owners of the vehicle. If the vehicle is damaged or stolen, we will negotiate any settlement for loss or damage with your insurers, and we will receive any money they pay out. This includes allowing us to take legal action in your name and defending any proceedings taken against you. You are responsible for paying the full claim and paying all costs if the policy you have arranged fails and the vehicle is damaged, lost or stolen, or someone else makes a claim.

It is your responsibility to ensure details of all vehicles supplied by us for a period of more than 14 days are entered onto the Motor Insurance Database within 3 days of the vehicle being supplied to you. If we receive any notices or penalties relating to the vehicle being uninsured then we will ask you to pay our reasonable costs for dealing with them.

What to do if you have an accident or the vehicle is stolen

If you are involved in an accident, you must not admit that you are responsible. You should describe the situation as fully as possible when you are asked to do so by the police and the rental company. You should get the names and addresses of everyone involved, including witnesses. You should also:

make sure the vehicle is secure;

tell the police straight away if anyone is injured or if there is a disagreement over who is responsible; and

contact us straight away.

You must then fill in our accident report form and send it to our address shown on the rental agreement.

If the vehicle has been stolen, you must tell us as soon as possible and confirm this in writing as soon as reasonably possible. You or any authorised drivers will also need to:

get the names and addresses of any witnesses and give them to us;

send us any notices or other documents relating to any legal proceedings arising out of the theft or loss;

help us and our insurers in any legal proceedings, including allowing us to take legal action in your name and defending any legal action taken against you; and

give us back all keys and report the theft or loss to the police as soon as reasonably possible.

13. Data Protection

By entering into this rental agreement you agree that we can process and store your personal information in connection with this agreement including data collected from the vehicle. We may use your information to analyse statistics, for market research, credit control and to protect our assets.

You agree that if you break the terms of this agreement we can pass your personal information to credit-reference agencies, debt collectors, the police or any other relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), which can share your personal information with its members to prevent crime and protect their assets, as allowed under the Data Protection Act 1998.

14. Statutory Rights

These conditions in no way affect your statutory rights.

Oak First Flexi Lease is committed to offering the highest possible levels of customer service. Should you have any complaint or comment about the level of service you have experienced please contact us and we will endeavour to resolve them in a timely, fair and effective manner. In the first instance contact us at: admin@oakfirst.co.uk should you wish to discuss any aspect of our service.

If you do not keep to the conditions of our agreement, we can ask you to bring back the vehicle before the date and time we have agreed with you. To do this we will give you written notice in person or send it to an address you have given on our rental agreement, including an email address, or via text message to your mobile phone, if provided. Once we have given you the notice in person, you will no longer have our permission to have the vehicle. If we send the notice via email or SMS, you will no longer have our permission to have the vehicle. If we send you notice via first class post, two working days after we have posted it you will no longer have our permission to have the vehicle. We may then take back our vehicle. If we believe you have given us false information which was material to the decision to rent the vehicle to you, we may take back the vehicle without giving you any notice. You will be required to arrange collection of the vehicle in these instances.

15. Ending this agreement

In the event of a material breach of this agreement, Oak First Flexi Lease reserves the right to terminate this agreement and repossess the vehicle. Material breaches include, but are not limited to:

- Failure to make rental payments in full or on time
- Failure to maintain valid, continuous, fully comprehensive insurance
- Operating the vehicle without insurance or while disqualified
- Persistent parking or traffic violations that bring the agreement into disrepute
- Failure to respond to repeated requests for payment, insurance documents, or vehicle inspection
- Any breach that places the vehicle, driver, or public at risk

Where appropriate, the Hirer will be given prior written notice and a reasonable opportunity to remedy the breach. However, Oak First Flexi Lease reserves the right to recover the vehicle immediately and without further notice if the breach is serious, ongoing, or poses legal or safety concerns (such as uninsured use or vehicle concealment).

Repossession will be conducted in a lawful, proportionate manner, and all associated costs — including but not limited to driver time, mileage, coordination, and administration — may be charged to the Hirer under clause 11.

16. Rent 2 Buy agreements

Where a Rent 2 Buy arrangement is in place, the Hirer acknowledges that:

- (a) The vehicle remains the legal property of Oak First Flexi Lease at all times throughout the agreement until all scheduled payments, fees, and obligations have been paid in full, and formal written confirmation of ownership transfer has been issued by Oak First Flexi Lease.
- (b) No equity, title, or ownership rights pass to the Hirer unless and until the final payment has been made, and the vehicle has been explicitly signed over by Oak First Flexi Lease.
- (c) This is not a Hire Purchase or regulated credit agreement. The Rent 2 Buy model is a form of extended hire with a discretionary option to purchase at the end of the term. The Hirer has no legal entitlement to the vehicle unless agreed in writing and upon fulfilment of all contractual terms.
- (d) Any default in payment, breach of insurance requirements, misuse of the vehicle, or failure to comply with the agreement may result in immediate termination and recovery of the vehicle, without entitlement to refund or claim for equity or value.
- (e) Oak First Flexi Lease reserves the right to change the structure or terminate the Rent 2 Buy arrangement at any point during the term if the Hirer fails to meet their obligations. In such cases, all previous payments are considered hire fees and do not form part of a purchase contribution.
- (f) No verbal agreements, side arrangements, or informal promises override these written terms unless confirmed in writing and signed by a company director.
- (g) The Hirer agrees not to represent the vehicle as their own for any legal, financial, or insurance purpose during the agreement.

17. Variation of Terms

Oak First Flexi Lease reserves the right to vary these terms, charges, or pricing structures at any time upon giving reasonable notice to the Hirer, provided such changes are fair, proportionate, and lawful.

18. Complaints

If you are unhappy with any part of our service, you may raise a complaint by contacting us at complaints@oakfirst.co.uk or writing to our head office. We will respond within 8 weeks. If you remain dissatisfied, you may escalate the matter to the Financial Ombudsman Service. We aim to resolve complaints within 8 weeks. If you are dissatisfied with our final response, or 8 weeks have passed and the complaint remains unresolved, you may refer the matter to the Financial Ombudsman Service.

19. Governing Law

This agreement is governed by the laws of England and Wales. Any disputes arising from this agreement will be subject to the exclusive jurisdiction of the courts of England and Wales.

20. Data Protection

We will process your personal data in accordance with UK data protection laws and our privacy policy. Your data will only be used for the purpose of fulfilling this agreement, managing your account, and complying with legal obligations.

21. Force Majeure

Oak First Flexi Lease will not be held liable for any failure or delay in the performance of its obligations due to events beyond its reasonable control, including but not limited to natural disasters, strikes, transport disruptions, pandemics, or government restrictions.