

RETURN CONDITIONS

Updated 5th August 2021

This document forms part of the Hire Agreement and sets out our procedures for Vehicle returns and the standards to which the Vehicle must comply when it is returned to us.

Please read this document carefully, and sign below to confirm you understand and accept all the elements contained within it. The capitalised terms in this document have the same meaning as in your Hire Agreement.

It is agreed that all end of term excess mileage and rectification work will be handled and invoiced by Cocoon Vehicles and/or their agent, directly with the Hirer. All invoice costs will be collected by Direct Debit or payment mandate. Should a Direct Debit be cancelled it will incur a £25.00 plus VAT (£30.00 inclusive) administration charge. The vehicle condition should be within the terms and conditions of the return conditions guide listed below.

Please Note. Rental and Short-Term Lease vehicles are not applicable to the BVRLA fair wear and tear guidelines, we do follow the BVRLA Rental Code of Conduct where applicable.

Delivery

All vehicles must be checked by the Hirer upon delivery and any defects, damage or missing items noted on the delivery agents paperwork. Cocoon Vehicles must be notified in writing within 1 working day of the vehicle delivery of any faults. Defects, damage or missing items noted after 1 working day from delivery will be deemed the responsibility of the Hirer.

Collection and Inspection

The Vehicle should be made available for collection on or before the last day of the Lease Period. The Customer must contact Cocoon Vehicles Ltd at least five working days prior to the end of the Lease Period to arrange a mutually acceptable collection date. Failure to give five working days' notice may result in late return fees. Please ensure your Vehicle is available between 08.00 hrs – 17.00 hrs on your confirmed collection date. Failure to do this may result in an abortive collection charge of £175.00 (plus VAT) plus associated costs.

Where applicable, the vehicle may be available for return to the specified de-fleet centre. To return your vehicle the Customer must complete a RETURNS REQUEST form (*Available on our Website*) at least five working days prior to the end of the Lease Period or the off-hire date to arrange a mutually acceptable date/time slot at the de-fleet centre.

Where an off-hire occurs on a Friday or a day preceding a bank holiday, the vehicle will remain on-hire until the next working day. There are also black-out periods where vehicles are unable to be collected, these can be found online at cocoonvehicles.co.uk/bank-holidays/

The collection agent will complete a very basic 'walk-around' inspection and complete a vehicle condition report (VCR). The VCR is a vehicle movement report and should not be confused with the comprehensive report which is conducted when the Vehicle returns to our location. You will be asked to sign the VCR to confirm you agree with the report and a copy will be provided to you. The collection agent will then remove the Vehicle and drive it back to the specified de-fleet centre, where applicable. Once the Vehicle has been returned, it will be made ready for an independent comprehensive inspection.

This inspection reports the condition of the Vehicle on return to the de-fleet centre including miles driven and any damage.

Once the report is complete, an invoice for any damage, excess mileage, missed servicing etc. will be raised and emailed to you. You will then have 72 hours to notify Cocoon Vehicles Ltd of any charges being contested from the date and time that Cocoon Vehicles Ltd sends the invoice. If you do not dispute the invoice within 72 hours of receipt we will consider that you've accepted that the damage has occurred and the charges are due and payable. All invoices must be paid within 7 days of the date of the invoice.

Once the vehicle has been collected by our delivery agent, the vehicle cannot be retained and the possibility of any correction work to the vehicle will be zero.

It can take up to 28 days to receive the final inspection report from the supplier/funder and we will endeavour to provide the end of contract within this time period. Factors externally may delay this process, especially if Cocoon Vehicles Ltd has placed items into dispute on your behalf.

Late Returns

Informal extension / late returns will be charged from the end of contract to the date of off-hire (collection of the vehicle/return to specified de-fleet centre), unless otherwise agreed in writing. The first seven days will be charged at the prevailing daily rates + VAT; this will then increase to 150% of the period between 8 and 21 days. If the vehicle is still not collected after 21 days the charge will be increased to 200% of the period rental rate, pro-rated. If the vehicle is still not available for off-hire/collection after 6 weeks of the term end date, Cocoon Vehicles reserves the right to insist the Hirer purchases the vehicle within 10 days.

Outstanding Warranty Issues

Any warranty work on the vehicle must be completed before return of the vehicle unless with expressed permission of the manufacturers/supplier whereby a view will be taken regarding the nature and severity of the problem and the length of time required to rectify the said problem.

Fuel/Electric Levels

Please ensure that the fuel level at the point of delivery and receipt by yourself is noted. You will be required to return the vehicle with the same level of fuel. Failure to do this will result in refuelling charges at £2.50 plus VAT per litre.

On Electric and Plugin Hybrids, please ensure that the vehicle is recharged to at least 90%. Failure to do so may result in charging costs and drivers waiting time.

Reporting Damage

Any repairs expecting to cost more than £1,000, or worth more than 10% of the value of the vehicle, either to the bodywork or mechanical must be reported to Cocoon Vehicles prior to the authorisation of the repair. A manufacturer approved repair agent will be required to complete repairs, according to the respective manufacturer's specifications.

Any vehicle that is stolen, deemed to be beyond economic repair or has major damage, the Hirer's insurance agent will be obliged to purchase the vehicle. Major damage shall mean repair or replacement of any internal panels (excluding minor brackets, gusset, rear panels and front panels) and/or sill panels. Any damage noted at de-fleet stage which exceeds £1,000, Cocoon Vehicles reserves the right to insist the Hirer purchases the vehicle within 10 days. Damage resulting in a VCAR condition alert being placed against the vehicle may also result in the Hirer having to purchase this vehicle; this will be at Cocoon Vehicles' discretion.

We reserve the right to charge a £100 plus VAT administration charge for raising any end of contract invoices.

Body Damage

It is your responsibility to manage Vehicle damage as and when it occurs. If the Vehicle is returned with unrepaired damage you will be charged. Vehicle damage includes items such as damage to the alloy wheels, tyre rips, bodywork scuffs/scratches/dents, windscreen chips/cracks, stains/tears/rips on the upholstery, scratches to interior trim, etc.

Smoking is prohibited in our vehicles. If it is necessary to remove the smell of smoke from the Vehicle we will consider that to be damage and charge accordingly. Minimum charge of £125.00 + VAT may be levied.

We accept that clients may transport pets within the vehicle, however please ensure the vehicle is returned free of animal odour or hair/fur. If it is necessary to remove the smell of pet or hair/fur from the Vehicle we will consider that to be damage and charge accordingly.

We strongly recommend that you only use manufacturer approved repair centres to carry out any repairs to your Vehicle. You should retain the invoice for such work as proof that it has been carried out by a manufacturer approved repair centre.

If the Vehicle is not repaired to an acceptable standard then, on the return of the Vehicle, we will invoice you for the cost of carrying out such further work as is necessary to return the Vehicle to the appropriate standard. However, if the Vehicle has been repaired at a manufacturer approved centre, they will provide warranties and, under the Consumer Rights Act 2015, will be responsible for rectifying any poor-quality work. It will be necessary for you to provide us with the original invoice for the repairs so that we can require any poor-quality work to be rectified. Rental whilst the vehicle is being rectified will be applicable.

If your Vehicle becomes damaged and would like some advice regarding how to repair it either call Cocoon Vehicles Ltd on 01332 290173 or speak with your insurance company.

Dents

A maximum of one dents per panel will be accepted providing they are smaller than 10mm in diameter. If the number of dents exceeds one per panel, are greater than 10mm in diameter or have broken the paint is deemed as unacceptable. Any dent, irrespective of size, on a swage line will be deemed as unacceptable and any remedial work carried out will be chargeable to the Hirer.

Paintwork

Chipping to forward facing surface may be acceptable, notably to the bonnet, grille, valance and front wing, providing they do not exceed 5% of the total area of the affected panel and have not chipped through to the base metal. If stone chipping has penetrated through to the base metal, suitable touching up should be carried out immediately to prevent further paint deterioration. Surface scratching is acceptable on any panel if it has not broken the paint and can be removed by a light machine polishing, although Cocoon Vehicles reserves the right to charge. All previous repairs must be suitably re-rust proofed up to the manufacturer's recommended standards with no colour miss-match between panels, preparation marks, paint contamination, paint overspray, paint running or poorly fitted panels.

Bumper Sections and/or Rubbing Strips

These may not be broken, cracked or deformed. Gouging, multiple chips or cracks, no matter how small, in the bumper material are outside the bounds of fair wear and tear and are not acceptable.

Window Glass and/or Windscreens

Cracks or damage within the driver's sight line (Zone A) are not acceptable and would require a windscreen replacement and, where applicable, calibration. Minor chips elsewhere on the windscreen that are less than 5mm may be repaired using resin impregnation to MOT standards providing there are no signs of crack formation. All remaining glass should be free from any damage. All heating elements should be working correctly. Missing, cracked or damaged door mirrors are not acceptable. If these are heated or adjustable, these must be working correctly.

Lamp Glasses/Lens

All lamps must be operational. Any holes, cracks and chips in the glass or plastic covers of lamp units are not deemed acceptable.

Interior Trim

The interior should be clean and tidy, with no burns, tears or permanent staining on the seats. Heavy staining will result in a specialist cleaning charge. Wear and soiling through normal use is acceptable, providing that floor protection mats have been used. Gouges or scratching to interior trims are not acceptable. Any missing or broken trim is not acceptable.

Luggage Area

Light blemishes that reflect normal use are acceptable, however floor covering and surrounding trim panels should not be torn, split, stained, gouged or have scuffing that detracts the overall appearance.

Door Aperture Tread Area

A minor amount of scuffing to the door, luggage treads and sills is acceptable providing that paintwork has not broken or corroded and aperture seals are not torn.

Controls

All original controls must be intact and operate correctly. If a replacement has been necessary eg. due to theft, then the original manufacturer's equipment must be fitted.

Rubber Seals

Normal wear will cause certain amount of damage to the door or other trims, any evidence of neglect or abuse is unacceptable. Tears are also unacceptable.

Wheels and Wheel Trims

Steel Wheels: Steel rim damage is acceptable up to 15mm confined to the outer edge only, providing there is no distortion or cracking. Greater degrees of damage or multiplicity of minor damage in a single trim should be assessed on merit, using the tyre bead seating as the most important consideration.

Alloy Wheels: No damage to alloy wheels is acceptable. Should the damaged alloy wheel be refurbished/re-machined and it does not meet the required manufacturers standards, then a full alloy refurbishment and/or refurbishment will be recharged. Should the alloy be past the point of refurbishment, then a charge for a new alloy wheel plus fitting will be charged.

Tyre Wear and Damage

All tyres including the spare must be in a legal condition and comply with the vehicles manufacturer's recommendations of tyre type, size and speed rating and should have a minimum depth of 3.0mm across the full width of the tyre. Eg. No uneven wear. There should be no damage to the sidewalls or tread caused by kerbing or any other abuse. All tyres should be of the same type, manufacturer and speed rating. Re-moulds and budget brand replacements are not acceptable.

Underside damage

Any damage to the vehicle's underside is not acceptable. Cocoon Vehicles reserves the right to re-inspect vehicles after collection at the de-fleet centre and check within 30 days for underside damage. Any underside damage found within the timescale will be chargeable.

Exhaust system

The system should be properly suspended and in efficient working order, with no leaks or evidence of blowing from the exhaust systems joints and in an undamaged condition. The exhaust should be in a condition to meet the MOT requirements in all aspects, particularly if fitted with a catalytic converter.

Oil Leaks

Any serious oil leaks must be rectified at the earliest opportunity. Some minor oil misting or dampness around seals or gaskets is acceptable, providing oil dips are not present. It is the Hirer's duty to ensure that oil levels are kept at the required levels.

Brakes

Grooved brake discs caused by metal-to-metal contact or premature failure due to incorrect driving techniques are not acceptable.

Engine and transmission

Premature failure due to insufficient and incorrect lubricants oils is not acceptable. Excessive engine and/or transmission (including Clutch) wear due to driver abuse or mishandling is not acceptable.

Estimates

Any vehicle requiring a de-fleet invoice may be subject to an administration charge of £100.00 plus VAT (£120.00 inclusive) at Cocoon Vehicles discretion. For any vehicle with damage estimated in excess of £1,000 then Cocoon Vehicles reserves the right to insist that the Hirer purchases the vehicle within 10 days. The vehicle may also be subject to rental charges as laid out in the Master Hire Agreement.

Valeting

All vehicles must be valeted in readiness for return to Cocoon Vehicles or for a collection agent to assess the vehicles. Should the vehicle not be cleaned prior to collection, the collection agent may insist on the car being cleaned, alternatively the vehicle will be assessed at the specified de-feet centre along with the comprehensive manufacturers report. Cocoon Vehicles reserves the right to charge at least £75.00 plus VAT (£90.00 inclusive) for a valet.

Servicing and Documentation

Unless specifically agreed in writing by Cocoon Vehicles and/or connected suppliers, regular maintenance should be carried out at a manufacturer's franchised dealer according to the manufacturer's guidelines using genuine manufacturers parts. Proof of purchase is required and must be placed in the service book along with the service book being stamped. Any defects of damage that occurs during normal vehicle use should be rectified as soon as authority of repairs has been granted. All vehicle handbooks and fully stamped service records including the service invoice must be in the vehicle at the point of collection or charges may be applied. Missing proof of services, missed service or late services are chargeable at the cost of the manufacturer main dealer plus the cost to reinstate the vehicle's warranty or to compensate for the loss of residual value as the result of not being serviced as details above. The minimum charge will be £500 plus VAT (£600 inclusive) If the vehicle also requires additional work carried out to reinstate the warranty this will also be chargeable.

Service Intervals

It is the Hirers responsibility to ensure service intervals as recommended by the manufacturer is known. It is the Hirers responsibility to service the vehicle should the required interval be reached. Should a service light appear before the end of the term, it is the Hirers responsibility to have the vehicle serviced in accordance with the above prior to return.

When a service or other maintenance is required, please contact Cocoon Vehicles Ltd and we can advise and approve the process to follow and where to take your vehicle.

If you're driving a high-performance vehicle, please be aware that some manufacturers require a "run in service." Failure to have this carried out may incur costs which you will be liable to pay.

Additional Equipment

No additional equipment should be fitted to the vehicle unless written permission is received from Cocoon Vehicles. Any damage caused by the fitting of additional equipment must be refurbished to an acceptable standard, or the cost of rectification including de-installation, will be chargeable.

Ancillary Items

Aerials must be left in place or any holes professionally repaired. All standard equipment must be returned at the end of the contract period. This includes book packs, service packs, cigarette lighters, luggage trolleys, removable seating, audio equipment, satellite navigation SD Cards/Discs, parcel shelf, luggage nets, audio cables and any other item delivered with this vehicle. Any item deemed missing, damaged or non-functional at the point of inspection or once the vehicle has been returned, will be chargeable and at the discretion of Cocoon Vehicles an administration charge applied. The hirer may not be able to return these items to obtain a credit.

Personal Items

All personal items must be removed from the vehicle before collection. Any personal items left in the vehicle may be disposed of and will not be the responsibility of Cocoon Vehicles Ltd. Where items have been left in the vehicle and can be returned an administration charge plus carriage costs will be charged to the customer at the end of contract stage.

Badges and Labels

Non-standard badges, labels or advertising fitted to the bodywork or glass of the vehicle must be removed. Any damage caused by the attachment or removal should be professionally repaired or may be chargeable.

Keys and Security

Keys should be made available along with the locking wheel nut. If the locking system is remote, the appropriate key fobs must be available and functioning. Return of the master key, which controls the vehicles engine management system, is mandatory. Keys must be made available upon collection or a new security management system will be fitted at the Hirer’s expense.

Excess Mileage

Excess mileage charges, as laid out on your rental agreement, will be chargeable if you exceed the agreed mileage parameters. If you exceed your mileage by 10% you are contractually obliged to purchase the vehicle.

For flexible contracts, mileages will be worked out on a pro-rata basis based on the time in the vehicle. Example. 1,000 Miles per month and the vehicle is out for 94 days will give you an 32.88 miles per day and a total of 3090 miles allowance.

This is calculated as follows:

$$\text{Monthly Mileage} \times 12 \text{ Months} \div 365 \text{ days} \times \text{Days on Hire}$$

I ACCEPT THE RETURN STANDARDS AND CONDITIONS AS SET OUT ABOVE

Signature:

Signed by **Customer** _____

Print Name. _____

Date: _____

Company Name (If applicable): _____

Position in Company (if applicable): _____

Cocoon Vehicle Signature:

Signed by **Cocoon Vehicles Ltd** _____

Print Name. _____

Position: _____

Date: _____