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***Code of Conduct for the short-term rental or leasing of vehicles***

**INTRODUCTION**

Renta, the Belgian Federation for Vehicle Rental Services, represents short-term rental providers for passenger cars, vans and lorries for both corporate and consumer purposes in its short-term & SME committees.

Renta promotes, among the signatories of this code of conduct, an ethical way of doing business, transparent pricing and clear rental terms and conditions, the use of high-quality vehicles and a high standard of service to clients.

The signatories of this code of conduct agree to comply with the following standards and conditions:

**GENERAL**

1. To act with integrity at all times and to ensure that all employees and appointed agents are aware of and apply the standards set in this code of conduct.
2. To comply with statutory controls and regulations concerning the service or products provided.
3. To maintain and manage the place of business to a high professional standard
4. Never to knowingly engage in any fraudulent practices regarding financial or tax matters, including money-laundering schemes. To provide full cooperation to investigations of judicial authorities. To report to the relevant authorities any cases of suspicion of criminal activity with which the rented or leased vehicle could be involved (e.g. the presence of certain clues of traces of certain materials when a vehicle is returned).

**PRICING, ADVERTISING AND COMPETITION**

1. To apply clear and transparent pricing to all products and services, on printed media as well as on websites.
2. To correctly represent facts about the products and services offered.
3. To provide the client with advice and sufficient information in order to make a well-informed decision based on the customer's needs.
4. Not to use misleading or inaccurate advertising or represent other providers within the sector in a negative way in promotional campaigns.
5. Not to make use of the name and reputation of a competitor to promote one's own business.
6. To in no way impede free competition, abuse a dominant position, fix pricing with competitors or act in any way against laws and regulations which apply.

**VEHICLES**

1. To provide safe, roadworthy and well-maintained vehicles in accordance with the laws on technical check-ups, safety gear and general state of the vehicle (tire tread).
2. In case of equal cost and functionality, to choose to purchase the most environmentally friendly vehicles.
3. To hold oneself to the maintenance and check-ups recommended by the manufacturer. All repairs and maintenance to the vehicles will be done by competent companies, contractors or employees.
4. To guarantee at least 50km worth of fuel on departure for conventional fuel engines or hybrids and 25km for electric vehicles..
5. To always provide the following items aboard:
* (A copy of) the registration papers
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* If applicable, (a copy of) a valid roadworthiness certificate
* A European Accident Statement form
* The telephone number for roadside and emergency services in Belgium (interventions may be charged, depending on the contract
* A fluorescent vest
* A fire extinguished within the expiration date
* A hazard triangle
* A first aid kitt
* For passenger cars and vans, except in case of run-flat tires, a spare tire, a jack and wrench or a tire repair kit.

**INSURANCE**

1. To have every vehicle covered by a statutory Belgian insurance “Civil Liability”.
2. All insurance policies or buyouts on top of the Civil Liability, such as personal damage risk, theft, fire, glass insurance, vehicle breakdown assistance, legal assistance, travel assistance, personal accident insurance, insurance for the driver, etc. will clearly mention in the terms and conditions:
* What is covered by the basic rental price
	+ What optional coverage was added onto the contract
	+ The amounts involved in the exemption
	+ The exclusions and limitations of the coverage

**BOOKINGS**

1. Members must state exactly what is included in the quoted price in case of a booking or reservation. Any excess payments will always be made clear. If any products or services are offered commercially by third parties, these will also be clearly informed what is included in the price and will be required to be presented transparently to the client.
2. With online bookings, the rental conditions will be stated clearly during the booking process or the option to read or download the terms and conditions before confirming the booking will be offered.
3. For specialised vehicles (minivans, vans, trucks,…) the client will have the following information at their disposal:
* Dimensions
* Load capacity
* Number of passengers allowed
* Driver’s licence requirements, tachograph, etc.
1. Before a booking is confirmed, the terms and conditions for cancellation or changes to the booking will be clearly indicated.
2. The client will be informed about the type of vehicle as accurately as possible. Where appropriate, whether or not the brand, type, fuel or drive can be guaranteed will be made clear.
3. If vehicles are offered in “freehold” (immediate confirmation of availability on booking the vehicle), the availability of a vehicle from the chosen category or from a higher category at the same booking price will be guaranteed
4. If vehicles are offered “on request”, members will clearly state that the booking is not complete until a confirmation from the client has been received. Until this confirmation is received, the rental company will not ask for any up-front payments.

**RENTAL AGREEMENT**

1. The client will always receive a copy of the rental agreement and the general terms and conditions, either on paper or electronically. The rental agreement must be in accordance with the terms offered at the time of booking.
2. The client must be informed clearly and transparently about the responsibility taken on when signing the rental agreement. Appropriate excesses for filing fees in case of accidents, the handling of traffic violations, tickets and retributions will be stated in the rental agreement.

**PROVIDING THE VEHICLE**

1. As a rule, a vehicle will be issued to the client in a neat state and will have undergone prior inspection. After this inspection, a pre-rental report will be drawn up (either on paper or electronically, possibly supplemented with pictures), which contains at least: the mileage, prior damage (interior/exterior) and fuel level.
2. Where possible, the client and rental services provider will inspect the pre-rental report and the vehicle together. If this is not possible, the client will be clearly informed about the checks they need to perform when picking up a vehicle and about the notification process in case the report does not correspond to the actual state of the vehicle.
3. The rental services provider will, if so wished by the client, provide the necessary documentation to illustrate the basic operation of a vehicle to the driver.
4. The rental services provider must clearly state that upon return a post-rental report will be drawn up and that if the state of the vehicle or fuel level does not correspond with the document or if the mileage allowance has been exceeded, excess costs could be applied.
5. Upon issuing the vehicle, the rental services provider will check whether the driver, if present, is in possession of a valid driver's licence. The rental services provider will inform the client and driver that the provider can never be liable in case the vehicle is driven by a person without a driver's licence. The rental services provider will, in case the driver is evidently incapable of driving the the vehicle safely (alcohol, medication, physical limitations, etc.), have the right to deny the client the right to drive the vehicle.

**RETURN OF THE VEHICLE**

1. Upon return, the vehicle will be inspected on the same basis and using the same criteria applied before the start of the rent. The client will be requested to deliver the vehicle in a neat condition, which allows for an inspection. The client will be asked if they know of any incidents or technical issues with the vehicle during the lease.
2. The client will be asked to sign the post-rental report. In case of a refusal, the rental services provide will gather and send to the client all evidence, which will make its possible to handle the contract correctly. Based on this evidence, the rental services provider will be able to draw up an account. The provider will ensure that their systems and procedures, whether on paper or electronic, will be done with integrity.
3. Returns 'outside of office hours' will be avoided as much as possible and are not required to be permitted by the rental services provider. If permitted, the client must be provided with clear procedures for the storage of the vehicle and the return of the keys and documents. A vehicle will be taken in within the first 4 hours of the next day the rental office is open. The customer should be advised of their responsibility for any post-rental damage to the vehicle up until it is inspected.

**FUEL POLICY**

1. The client must be fully advised on the way in which fuel charges are applied and what is expected of them when the vehicle is returned. Potential excesses as a result of the rental services provider having to refuel upon return will be made clear.
2. If the rental services provider offers the client the possibility to pay for a full tank (or a full charge in case of electric vehicles) in one lump sump, this will always be optional and not mandatory. If the client chooses this option, it will be clearly stated that the choice is permanent.
3. Either on the contractual documents or on the vehicle itself the type of fuel and/or additives will be clearly marked. The client will be advised that in case of misfueling they will be liable for the costs and any consequential damages.
4. If fuel costs are calculated based on a fixed rate tariff per kilometre, this will be indicated clearly. If the vehicle comes with a fuel card, the following specific conditions will apply to its use.

**MEMBER SUBSCRIPTIONS, AUTOMATED LEASING, CAR SHARING AND FAST TRACK PROCEDURES FOR REGULAR CUSTOMERS**

1. Rental service providers can offer services or products based on a previous framework agreement or subscription the client entered beforehand. In this context, a simplified procedure for drawing up a rental agreement, provision and return of the vehicle will most often be applied. The rental services provider will make sure that there is an agreement approved by the client with the rights and obligations for each party stated clearly before the start of the first lease.
2. In these cases, sometimes the rental services provider will ask the client or driver to conduct pre- and post-rental visual checks. The provider will provide procedures and information to make this self-service run as smoothly as possible.

**PROTECTION OF PRIVACY**

1. The client will be advised that the rental service provider may provide information, within the remit of their legal authority, about the identity of the person indicated as the driver of the vehicle to the police and the courts.
2. Personal or corporate information which has been provided during the booking or rental process will not be used without explicit permission ("opt-in") for marketing purposes by the rental services provider, nor passed on to third parties. The information stored will comply with the legal requirements for security and durability.

**HANDLING OF COMPLAINTS**

1. The rental services provider will have procedures in place to handle any complaints.
2. If an ombudsman or intermediary has been appointed within the sector to handle complaints, the rental services provider will join this service. Until then, all complaints received with respect to Renta will be passed on to the provider in question and taken seriously.

**NEW MEMBERS, RIGHTS OF THE SIGNATORIES & MONITORING OF COMPLIANCE**

1. A rental services provider wishing to sign this code of conduct must be a member or an associate member of Renta and receive specific permission to join from a simple majority of members of the KT-committee or the SME-committee
2. All those who sign this code of conduct will have the right to make this known and to use the quality marks and logos developed by Renta for this purpose.
3. Renta will, in consultation with and in the manner determined by the committees KT & SME, be able to monitor and audit the compliance to this code directly or indirectly.
4. In case of severe shortcomings, Renta can withdraw the concerned rental services provider's membership to the code of conduct with immediate effect or as a temporary measure, through a simple decision of the Managing Director or the Executive Board. Minor infractions will be reported for remediation to the provider in question by the Managing Director. After a temporary suspension of membership, or in case of failure to correct minor infringements repeatedly, a simple majority of the present members of the KT-committee or the SME-committee can move to a permanent exclusion from the code of conduct and its associated rights.