

EASY DRIVE HIRE LTD

TERMS AND CONDITIONS OF HIRE

DATE: 2024

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Thank you for hiring from EASY DRIVE HIRE LTD. We are a private limited company registered in England and Wales under company number 15775630 and our registered office is at 31 Regent Trade Park, Barwell Lane, Gosport, Hampshire, PO13 0 EQ.

In accordance with these Terms and Conditions of Hire (T&Cs) We will have the following obligations:

- A. to rent a well-maintained Vehicle (which will be the same as or similar to the Vehicle that You specified in Your booking) plus any requested Accessories to you (being the person named in the Rental Agreement (as defined below) and the person who signs it) for the period of time that is specified in the Rental Agreement, and which shall not exceed the Hire period,
- B. to provide certain ancillary services with all our rentals and to offer You other ancillary services or products which are available at an extra cost.

The relationship between You and the Company is governed by these T&Cs together with the following documents which, once You have signed the Rental Agreement, will form a legally binding contract between Us and will govern Your use of the Vehicle during the Hire Period:

- I. the Rental Agreement which is the document You sign at the time of check-out or the first day of rental including, if applicable, its specific conditions.
- II. the Tariff Guide to additional costs.
- III. the Damage Price Guide.

In case of any conflict between any of the documents comprising the Contract then these T&Cs will take priority.

If any provisions contained in these T&Cs and/or any of the contractual documents listed above are found by any court or relevant authority to be unlawful, invalid, or unenforceable, the remaining provisions shall not be affected and will remain in full force and effect.

1. MEANINGS AND DEFINITIONS.

For the purposes of these Terms and Conditions & Insurance and Protection Provisions We have given the following words or expressions a particular meaning:

Abnormal Use means that your use of the vehicle whilst you are in charge of it doesn't comply with the road traffic laws that prevail and/or does not meet with the requirements of the local rental terms and conditions and/or does not meet with the standards of driving that would be expected of a reasonable and prudent driver.

Accessories are the keys, spare wheel, tools, and any other items which the vehicle is supplied with, or rented separately, and any replacements thereof.

Accident Report means a full and complete signed statement (including any other document(s)) which records all of the facts of a collision or incident as they occurred (for example, how the event occurred, the nature of the damage to the vehicle, the location where the incident took place, the dates and circumstances and any potential witness details). This should preferably be completed at www.easy-drive.co.uk whilst still at the scene, but within a maximum of 2 days of the collision or incident. If you are unable to do this online, a paper copy of the form is available from our office.

Basic Protection means our standard protection. Basic protection is included in the rental charge so, as long as you have complied with the local rental terms and conditions and have not committed a breach of any applicable laws, your financial liability for the total cost of damage resulting from a collision or incident or the theft or attempted theft of a vehicle will be no more than the standard excess amount per collision or incident.

Bodily Injury means any physical injury or psychological damage suffered by a person that is caused as the direct result of a collision or incident; it is not something that is intentionally self-inflicted, and it does not result from sickness or disease.

Book Value means the value of the vehicle calculated by a recognised system which provides a figure that is the actual value of the vehicle to the company at the time of the incident. This will be different to the retail value and/or the trade value of the vehicle.

Collision means the impact of the vehicle with another fixed or moving body or object.

Collision Damage Waiver is a fee charged to reduce your total liability to the reduced excess amount per collision or incident.

The Company is Easy Drive Hire Ltd Registered office is 15775630 at Unit 31 Regent Trade Park, Barwell Lane, Gosport, Hampshire, PO13 0EQ. Telephone: 01329 822 334

Driver / Hirer is the person and/or company named, or any other person approved by the company (as shown on an additional drivers form) to drive the vehicle during the rental period.

Excess Amount is a specified sum of money that, provided you have complied with the local rental terms and conditions and have not committed a breach of any applicable laws, is the maximum amount we will charge you for the cost of any damage caused to the vehicle as a result of a collision or its attempted theft during the hire period; or the loss of a vehicle if it is written off because it is irreparable or if it is stolen and we do not get it back. The excess amount is a fixed sum that is either standard or reduced but may vary depending on individual circumstances, the amount payable is indicated in the insurance declaration box on your rental agreement and is payable in respect of each collision or incident.

Insurance Policy is the company's insurance policy for the vehicle, a copy is available for inspection on request.

Insurance Proposal is a proposal of insurance with the recorded result including any specific insurance terms or insurance excesses and specific to each driver.

Rental Period / Hire Period means the period of time you wish to rent the vehicle from us. This is specified on the Rental Agreement and will not exceed 90 days.

Local Rental Terms and Conditions means the documents that, together, form the contract (as defined in the Terms and Conditions of Hire) which you acknowledge you have read and approved before you sign the rental agreement to rent any vehicle from us and which set out the rights and obligations that will apply to both you and us throughout the hire period.

Loss of Use describes the circumstances where a vehicle is unavailable for us to rent to another customer because, as a result of a collision during the hire period, it was damaged, and we need to take it off the road to have it repaired.

Passenger means any person other than the driver that is being transported or is travelling in or on the vehicle on a gratuitous basis. A passenger is viewed as a third party under the mandatory third-party liability insurance regimes.

Protection means by which your financial liability for any damage to or loss of a vehicle is limited to the excess amount. It should be noted that this protection is not provided by way of an insurance policy.

The **Reduced Excess** Amount is specified within the tariff guide, this is confirmed in the insurance declaration box on your rental agreement and is payable in respect of each collision or incident. Where these amounts differ, the amount in the insurance declaration box is deemed as the true figure.

Rental Charges are the hire charges for the rental period calculated in accordance with the company's tariff.

The **Standard Excess Amount** is specified within the tariff guide, this is confirmed in the insurance declaration box on your rental agreement and is payable in respect of each collision or incident. Where these amounts differ, the amount in the insurance declaration box is deemed as the true figure.

Tariff / Tariff Guide is the company's current charges schedule as at the commencement of the hire.

The Territory means the mainland UK, excluding Northern Ireland.

Third Party means any party to an incident other than the driver of the vehicle.

Third Party Liability Insurance means insurance that provides the driver of a vehicle with protection against liability for another party's claims for damage to his/her property or for bodily injury or death arising out of an incident that occurs whilst you are using the vehicle. Third party cover is a mandatory legal requirement, and it is therefore an integral part of our rental service. The cost of it is included in the rental charge.

Vehicle means the original vehicle, or any replacement vehicle supplied you will be renting from us, or you will be driving with our authorisation.

We / Us / Our means the company.

You / Your means any driver that is named on the Rental Agreement.

2. TO WHOM DO THE RENTAL TERMS AND CONDITIONS APPLY?

These T&Cs will apply to:

- 2.1 You because You are the person who is paying for the rental and any associated costs, and You may also be a Driver.
- 2.2 any other Driver who is expressly named on the Rental Agreement and who is therefore authorised to drive the vehicle.

3. WHO CAN RENT AND WHO CAN DRIVE?

- 3.1 Who can rent?

Any person who:

- 3.1.1 is legally capable of entering into a legally binding contract and is prepared to accept responsibility for the Vehicle throughout the Hire Period; and
- 3.1.2 has the means to pay for the hire of the Vehicle and any associated costs that will be accepted by us, see the table below.

Payment Methods	
Cash	Check before hiring
Cheque	Not accepted
Credit Card	Always accepted
Debit Card	Always accepted

- 3.1.3 Provides valid identification documents as indicated in the table below so that we can verify their identity and approve them for rental.

Documents Required	
Driving Licence	Mandatory
National Insurance Number	Mandatory
Utility Bill or Bank Statement that matches the home address on driving licence	Mandatory
Credit or Debit Card	Mandatory
DVLA Check Code	Mandatory

Verifying and approving Your identity for rental:

- 3.2.1 **If you live in the UK and hold a UK driving licence:** Before we can let you hire a Vehicle from us, we must verify your identity and home address. We require you to provide the documents indicated in section 3.1.3 to enable us to do this. If You do not have a photocard driving licence, another photo ID will be required. Your utility bill or bank statement that shows Your home address must be less than 2 months old on the date You pick up the Vehicle from Us. We may also check Your identity electronically by using a Third-Party authentication checking system. We may also check Your accident claims and

motor fraud history via a claims and underwriting database. If You pass this check and Your identity and home address is successfully verified, then We can let You have a hire Vehicle but if You fail this check, we won't be able to hire a Vehicle to You irrespective of whether Your identity and home address is successfully verified.

3.2.2 If You live outside the UK or do not hold a UK driving licence: when You collect Your Vehicle, in addition to Your driving licence We will need to see a photographic ID such as Your ID card or passport, a utility bill or bank statement that shows Your home address must be less than 2 months old on the date You pick up the Vehicle from Us, proof of entry/exit into/out of the UK (such as flight tickets - e-tickets are acceptable), a valid credit card in Your name, and Your contact details within the UK. If You cannot provide these documents, we will not be able to hire a Vehicle to You.

3.3 Who can drive the Vehicle?

The Driver of a Vehicle will be any person who is deemed by us to be authorised to drive the Vehicle because they comply with all the following requirements:

- they are expressly mentioned and fully identified on the Rental Agreement as either the Hirer or an additional Driver.
- they have provided a valid driving licence and a valid identification document according to the requirements of section 3.2; and
- they hold a full and valid driving licence.

UK driving licence holders: Must have held a full and valid driving licence for a minimum of 24 months. UK driving licence holders must provide validation of their driving record each time they hire a Vehicle from Us and will need to use the DVLA online service to "Share Driving Licence" to view and create a one-time passcode. Each Driver may go to www.gov.uk/view-driving-licence where they will be asked to submit their driving licence number, National Insurance number and home postcode. The passcode, which will be valid for a maximum period of 21 days from the point it is generated, must be presented to Us and still be valid when picking up any Vehicle from Us. Alternatively, each Driver may use the "Share Driving Licence" service within Our office to allow Us to verify the data required. If We need to check the Driver's licence with the DVLA for any reason (other than by using the Share Driving Licence passcode) then You agree to pay the DVLA Contact fee that is set out in the Tariff Guide.

Non-UK driving licence holders: Will only be accepted on a case-by-case basis and must have held a full and valid driving licence for a minimum of 24 months. Licences issued overseas must be clearly identifiable as a driving licence, or written in English, otherwise an international driving licence will be required. Some licences are only valid in the country of issue e.g., India, so an international driving licence is required.

3.3.4 are aged between 25 – 69. Drivers aged over 70 years may be acceptable after further insurance referral. Any restrictions will be indicated during the booking process.

3.4 they have completed and passed our Insurance Proposal, which includes the following statement. The Driver:

3.4.1 declares that to the best of your knowledge and belief the statements and particulars listed within the Insurance Proposal of the Rental Agreement are true and correct and that You have withheld no information material to this proposal whether the subject of a proposal form question or not.

3.4.2 understands that failure to disclose all facts known to him which would be considered by the insurer as likely to influence the assessment and acceptance of the Insurance Proposal could render the insurance cover invalid in respect of the hire.

- 3.4.3 understands that where there is any doubt about whether facts would be considered material those facts should be disclosed; and
- 3.4.4 acknowledges that this insurance cover terminates at the expiry of the Rental Period, and should this period be exceeded You shall be driving the Vehicle whilst uninsured.
- 3.4.5 agrees to accept and conform to the terms of the Insurance Policy when issued.

Who cannot drive the Vehicle?

- 3.5.1 Any person that is not expressly mentioned or identified on the Rental Agreement as a Driver (see section 3.3)
- 3.5.2 Any person who cannot provide valid identification documents as indicated in section 3.1.3.
- 3.5.3 An unauthorised Driver will not be covered by any of the insurance or Protection products we offer.
- 3.5.4 If You allow an unauthorised Driver to drive the Vehicle then You are considered to be in breach of the Contract and You will be responsible for any and all consequences that may arise as a result. This will include compensating Us for any damage caused by You and/or the unauthorised Driver.

4. WHERE CAN I DRIVE A VEHICLE?

- 4.1 You must not take Our Vehicle (nor permit the Vehicle to be taken) outside the Territory without obtaining Our prior written consent.
- 4.2 Where We give You Our consent, which will be in expressed written form, you are responsible for ensuring the Vehicle has the correct equipment to comply with local driving regulations in the countries that You intend to drive in or through. If the Vehicle needs to be modified in any way you must obtain Our prior written consent to make the modification and, if We give that consent and the modification of the Vehicle is carried out, you will be responsible for any loss and/or damage caused by the modification. You must be aware that You must comply with all road traffic regulations in the country where You drive the Vehicle, and You must ensure that the Vehicle You are driving complies with the local legislation for each country that You may drive in or through.

5. WHAT TYPE OF VEHICLE CAN BE RENTED AND FOR WHAT PURPOSE?

You can rent either a passenger car, minibus or a van and You must drive the Vehicle in accordance with its intended use as follows:

- 5.1 passenger cars and minibuses are intended for the carriage of a maximum number of people (depending on the Vehicle and manufacturer's recommendations).
- 5.2 vans may be used for the carriage of Passengers and goods up to the identified weight limit.

6. WHAT ARE MY OBLIGATIONS TOWARD THE VEHICLE?

When renting a Vehicle from Us both You and/or any additional Driver must comply with the following obligations:

- 6.1 You acknowledge that the Vehicle is suitable for Your purpose and will return the Vehicle, and its Accessories, to Us in the same condition it was in at the start of the Hire Period.

- 6.2 Never drive the Vehicle outside the Territory without Our prior written consent. Moreover, if We do consent then, it is for You to ascertain that the Vehicle has the correct equipment to comply with the local driving regulations of the country that You will be driving in or passing through.
- 6.3 Drive the Vehicle in accordance with all applicable road traffic laws, regulations and byelaws and ensure that You are familiar with all relevant local laws and driving regulations.
- 6.4 Ensure that any luggage or goods transported in the Vehicle are secured to the extent they will not cause damage to the Vehicle or cause risk to any Passengers or to any Third Party or to any Third-Party property.
- 6.5 Treat the Vehicle with due care and respect and make sure that it is always locked and protected by its anti-theft devices when it is parked or left unattended.
- 6.6 Never drive the Vehicle whilst You are under the influence of alcohol, hallucinatory drugs, narcotics, barbiturates, other illegal drugs, or any other medication, or substance (whether legal or illegal) that is liable to impair Your driving ability.
- 6.7 Not fit any roof or bike rack or any tow bar nor allow anyone else to do so. If these are already fitted, you must not (nor allow anyone to) modify them. You must not fit winter tyres (nor allow anyone to do so) or make any other modifications to the Vehicle without Our prior written consent. You will be responsible (even if We give consent) for any damage caused by the fitting of winter tyres or subsequent exchange to normal tyres or for any other modification.
- 6.8 Not smoke in the Vehicle nor allow anybody else to do so. It is an offence to smoke or knowingly permit smoking in a hire Vehicle. If We reasonably think that smoking has happened in the Vehicle You must pay Our cleaning fees which are described in section 10.
- 6.9 Refill the Vehicle with the correct type of fuel. If unsuitable fuel is added, then You will be responsible for all reasonable expenses incurred by Us in the repair of any damage that may be caused to the Vehicle which will be calculated in accordance with the rules described in section 13.
- 6.10 Make routine inspections in respect of the Vehicle condition: for example, oil and water and coolant levels, front and rear windscreen washer fluid and tyre pressures and take any preventive actions necessary to keep the Vehicle in good working order.
- 6.11 Do not use the Vehicle nor allow the Vehicle to be used:
- 6.12 for rehire; neither can You mortgage, pawn, sell or in any way pledge or attempt to or give anyone any legal rights over the Vehicle or any part of it or any of its Accessories.
- 6.13 to carry Passengers for hire or reward.
- 6.14 to carry more Passengers than is recommended by the Vehicle's manufacturer.
- 6.15 in contravention of any existing legislation affecting its use or construction.
- 6.16 to carry flammable and/or dangerous merchandise; toxic, harmful and/or radioactive products or those that infringe applicable local laws and regulations, or to transport merchandise with a weight, quantity and/or volume in excess of what is recommended by the Vehicle's manufacturer or is carrying more than it may lawfully carry.
- 6.17 for racing, pace-making, rallying, off-roading, reliability trials, speed testing or to take part in rallies, contests, or trials, wherever they are located, official or not.

- 6.18 to transport live animals (with the exception of Assistance Dogs, subject to Our prior written consent.) Please refer to section 24 for full details as to Our Animal Policy.
- 6.19 to give driving lessons.
- 6.20 to push, propel or tow another Vehicle, object, or trailer.
- 6.21 on gravel roads or roads that are unfit for motor vehicles or where the surface or condition of it involves risks for the tyres or for the underside of the Vehicle or for the Vehicle itself, such as beaches, forest paths, mountains, etc.
- 6.22 in any unlawful manner, for any illegal purposes, or to intentionally commit an offence.
- 6.23 in contravention of Construction and Use Regulations.
- 6.24 for any commercial purposes for which an Operator's Licence would need to be held.
- 6.25 in any manner which might render void the Insurance Policy, or any other contract of insurance.
- 6.26 Return the Vehicle and its keys and any Accessories to Our office in the condition that We provided it to You at the start of the Hire Period and by the expiry time and date specified in the Rental Agreement. We allow You a grace period of 14 minutes after the expiry time and date and if You do not return the Vehicle within this period then We will charge You:
- the daily charge for each day (or part day) that You keep the Vehicle beyond the expiry time and date specified in the Rental Agreement plus an unauthorised extension fee (the cost for which is set out in the Tariff Guide)
- 6.27 for repair costs (if any) up to the value of the damage Excess Amount that You agreed at the start of the Hire Period provided always that You have not done something or failed to do something which compromises or invalidates the insurance and Protection provisions (see section 25).
- 6.28 You must not be the agent or servant of the Company for any purpose.
- 6.29 If You do not comply or feel You cannot comply with Local Rental Terms and Conditions, you shall return the Vehicle to the place of rental immediately and pay to the Company on demand any loss it suffers in respect of the Your non-compliance. Failing which the Company shall be able to retake possession of the Vehicle, and all reasonable costs and expenses incidental to the recovery of the Vehicle shall be borne by the Hirer and become payable to the Company on demand. If the Company has to terminate the Rental Agreement, then it will not affect the right of the Company to receive any monies that are owed under the terms and conditions of the Rental Agreement.
- 6.30 You must not allow any unauthorised Driver to drive the Vehicle which includes You deliberately allowing the unauthorised Driver access to the Vehicle or keys, or the access being acquired due to Your negligence, negligent act or failure to act. If You fail to fulfil any or all these obligations then, it may cause the insurance and Protection provisions (set out in section 25) to be compromised and/or invalidated and You will be responsible for and will pay to Us all reasonable costs of any detrimental consequences, loss and/or damage that may arise as a result. In addition, we reserve the right to demand immediate return of the Vehicle if the contracted and/or optional insurance coverage and complementary services are compromised and/or invalidated.

7. WHAT SERVICES ARE INCLUDED IF I RENT A VEHICLE ONLY?

- 7.1 Basic hire charge includes the following services:
- 7.2 Technical assistance to the Vehicle for breakdown recovery due to mechanical faults (not Driver error or abuse, see section 9.3 and section 15.1).
- 7.3 Roadside Assistance & Recovery.
- 7.4 The initial cleaning and visual checking of the Vehicle.
- 7.5 Our Basic Protection which excludes Collision Damage Waiver.
- 7.6 Third Party Liability Insurance.
- 7.7 Limited Mileage as indicated on the Rental Agreement.

8. WHAT OTHER SERVICES ARE AVAILABLE THAT ARE NOT INCLUDED?

- 8.1 We may offer the following additional services or products but the cost for each one (as shown in the Tariff Guide) will be charged in addition to the rental charge on a case-by-case basis:
 - Collision Damage Waiver.
 - Fuelling and Refuelling.
 - Additional rental days.
 - Additional Driver(s).
 - Out of hours collection.
 - Delivery and collection.

9. WHAT IS INCLUDED IN THE PRICE PAID?

The information You provide to Us at the time of booking (such as the duration of the Hire Period, destination, or any Driver's age) will determine the price You pay. Any change to that information could therefore also mean that the price changes. The price of Your rental will be those prices in force at the time of booking or at the time You make any changes to that booking.

The price You will pay comprises the following items:

- 9.1 The daily rental charge for the Vehicle for the agreed number of calendar days.
- 9.2 The cost of Third-Party Liability Insurance.
- 9.3 If You haven't purchased the Collision Damage Waiver that We offer, you will be responsible for paying an amount up to the Excess Amount excess shown on the Rental Agreement together with all relevant charges and fees for each time the Vehicle is damaged or stolen during the Hire Period whether or not You were at fault.
- 9.4 The Collision Damage Waiver does not protect You for:
 - loss or damage to the Vehicle and/or Accessories caused by Driver abuse, negligence, or breach of the Contract. In these circumstances You will be responsible for and must pay all of Our losses and damages and You agree to pay all relevant charges and a damage administration fee (as set out in the Tariff Guide) for each incident; or

- any goods or personal possessions that You carry in a Vehicle (which are carried at Your own risk), or which are left in the Vehicle when You return it to Us.

9.5 You must comply with all the terms and conditions of the Contract so that Our Third-Party Liability Insurance and/or Collision Damage Waiver are not compromised and/or invalidated. If You do not do so, then We and/or any provider of those products (whichever applies) may decline to accept responsibility for any loss or damage arising during the Hire Period. If cover is declined, you will be responsible for and must pay all of the losses and damages that We may incur or suffer as a result, and You will pay all relevant charges plus a damage administration fee (as set out in the Tariff Guide) for each incident.

9.6 Subject to section 15.1 You will have the benefit of around the clock breakdown service of the Vehicle for the duration of the Hire Period.

9.7 Any other services You choose to add at Your further cost (see section 8).

9.8 Value Added Tax, at the current standard rate.

9.9 Any additional fees that are linked to You personally (Your age, for example, if You are a young Driver).

10. WHAT OTHER FEES / CHARGES MAY I HAVE TO PAY?

10.1 The Deposit, if applicable, will have been explained to You when You made Your booking.

Charges and Fees:

We may charge You for various services that We will carry out as a result of incidents that may occur during the Hire Period and/or how You used the Vehicle. The cost of these charges and fees (inclusive of VAT) are listed in the Tariff Guide, available on Our website and/or available to You when You pick up the Vehicle. Such charges and fees include, but are not limited to, the following:

Fines and Penalties

10.2.1 You are responsible and liable as if You were the owner of the Vehicle in respect of:

- any excess, penalty, congestion zone, low emission zone, or parking charges (or failure to pay them).
- a breach of any parking restrictions or a road traffic offence or any other offence or infringement involving the Vehicle such as (but not limited to) lane infringement, tunnel, turning and bus lane charges including the costs from the Vehicle being clamped, seized or towed away and any other charges/costs (or failure to pay them) levied by a relevant organisation or issuing authority. This includes all fixed penalty offences committed in respect of Part III of the Road Traffic Offenders Act 1988, or the Road Traffic Act 1991, or under section 45 and 46 of the Road Traffic Regulation Act 1984, as amended, replaced or extended by any subsequent legislation or orders, and any such offence committed under the equivalent legislation applicable to Scotland, Northern Ireland, any British Isle or corresponding country within the European Union, upon which the Vehicle is being used and will pay all costs arising from them. You are and will remain primarily liable for such charges and You consent to Us notifying such organisations of Your personal details to affect a transfer of liability.

- Each time We deal with such correspondence We will charge Your credit/debit card for Our administration fee which covers the reasonable costs We incur in administering the correspondence associated with each fine, charge or penalty that is issued for the Vehicle during Your Hire Period.
- You have the right to challenge that administration fee within 14 days of the date of the invoice. The administration fee will only be refunded if you can provide supporting evidence to show that the issuing authority (I) has rescinded the fine or penalty; and (ii) confirms that the original charge did not apply in any event.

If we receive a penalty charge notice that is issued for the Vehicle during your hire period and which is capable of being paid, then We may pay it so that We mitigate the cost of it. Where we, at our discretion and for whatever reason, choose to pay such charges you will reimburse Us the said charge plus our administration fee (for each charge We pay or each time we deal with such correspondence). If We do pay it, then We will:

- inform You by letter that We have paid the penalty and We will enclose an invoice for the cost of the penalty plus Our administration fee; and
- charge Your credit/debit card for the cost of the penalty and Our administration fee which covers the reasonable costs We incur in administering the correspondence associated with each fine, charge or penalty that is issued for the Vehicle during Your Hire Period. You have the right to challenge the penalty and administration fee within 14 days of the date of the invoice. The penalty and administration fee will only be refunded if You can provide supporting evidence to show that the issuing authority (I) has rescinded the fine or penalty; and (ii) confirms that the original charge did not apply in any event.

10.4 Other Charges and Fees

Any additional fees and charges that are linked to other events which take place during Your rental. The cost for all such fees and charges are set out in the Tariff Guide and include – but are not limited to - the following examples:

- A 'reservation amendment' fee each time You modify any details of Your booking once the Hire Period starts.
- valet charge for a Vehicle if we have to return the Vehicle to the same condition it was in before the start of the Hire Period (including for smoking in the Vehicle).
- Lost or stolen or damaged keys (whether or not You are at fault for the loss, theft, or damage) plus the administration fee.
- 'Excess Mileage Charge' for any additional miles You travel over and above the mileage allowance included in the rental charge for Your Hire Period.
- 'Unpaid Charges Admin Fee' will apply if we have to recover charges associated with your rental that you have not paid. Reasonable legal fees, statutory court costs and interest may also be payable in addition to the unpaid charge's admin fee (as shown in the Tariff Guide).

You agree that if you fail to make a payment to us when it is due, and you still do not make payment within 2 days of Us reminding You that payment is due then We may cancel the Contract and demand the immediate return of the Vehicle. We will only take this action if We have reasonable belief that You may not pay the amounts You owe, and We have requested You to explain the position and You have failed to do so satisfactorily.

11. WHAT SHOULD I PAY ATTENTION TO WHEN I PICK UP THE VEHICLE?

- 11.1 When You pick up the Vehicle from Us You will be asked to sign a form as part of the Rental Agreement that describes the Vehicle's condition at that time. Before You sign this section of the Rental Agreement You should inspect the Vehicle and any Accessories for any pre-existing damage.
- 11.2 If You notice any apparent defect or damage that is not described on the Rental Agreement then You should ensure the defect is added before signing the document.
- 11.3 Once You have signed the damage section You have accepted the Vehicle and any Accessories in the condition set out on the Rental Agreement and We will charge You for any new damage that is discovered when the Vehicle and any Accessories are inspected when You return the Vehicle.
- 11.4 A copy of the checkout report can be inspected upon request.

12. WHAT WILL HAPPEN WHEN I RETURN THE VEHICLE?

Return of the Vehicle generally:

- 12.1 You should return the Vehicle to Our office no later than the date and at the time shown on the Rental Agreement. If We are to collect the Vehicle and key from You, it must be parked in a suitable place to allow collection at any time up to a period of 8 working hours from the end of the Hire Period without the imposition of any fines or congestion charges.
- 12.2 You are responsible for returning the Vehicle with the same level of fuel You received the Vehicle with. This will be indicated on the Rental Agreement. Should You fail to return the Vehicle with the correct fuel level, we will charge You to refuel the Vehicle at the current advertised rate on the date of return plus a refuelling charge (as set out in the Tariff Guide).
- 12.3 Personal Property

We are not responsible for any loss or damage to any personal belongings placed in or on the Vehicle which will at all times be Your responsibility. You must not leave any personal belongings in or on the Vehicle when You return it to Us (You are responsible for checking and removing Your personal belongings from the Vehicle). Any personal belongings left in or on the Vehicle which remain at the end of the Hire Period will be disposed of.

12.4 Early Return

If You return the Vehicle before the return date and time stated on the Rental Agreement, then the Hire Period will end when You return the Vehicle to Our office and the Vehicle keys are in the physical custody of a member of Our staff.

- 12.5 When You return the Vehicle early and it is checked in to us, we will not offer any refund or part of Your Rental Charges. Refunds will only be given if We receive at least 48 hours' notice prior to the start of the hire period.

12.6 Late Return

We allow You a grace period of 15 minutes after the expiry time and date of the Hire Period shown on the Rental Agreement in which to return the Vehicle to Us. If You fail to do so, and You have not extended the Hire Period in accordance with section 18, then if We do not hear from You for a period of 24 hours concerning the delay in its return, we will regard the Vehicle as having been stolen and will report this to the police. We will take all lawful means to recover the Vehicle (which may include repossessing it or applying for a Court Order requiring You to return it and/or pay Us an amount equal to the Vehicle's market value). If We have to take such steps, then:

- 12.7 You give Us permission (and cannot withdraw it) to access Your premises for the purposes of repossessing the Vehicle so long as We do not use unreasonable force or cause damage; and
- 12.8 You must pay all Our reasonable costs (including any legal or professional costs), charges and fees (including, where applicable, any administration fee and/or damage administration fee and/or unauthorised extension fee and/or late check-in fee (as set out in the Tariff Guide).
- 12.9 Check-in of the Vehicle

When You return the Vehicle to Us You should take the opportunity to:

- ensure You have removed all of Your personal belongings (You are responsible for checking the Vehicle); and
- inspect the Vehicle and report any new damage (from that described on pre rental inspection at the time of pick up).

12.10 If You report new damage, we will evaluate it according to the provisions of section 13.3 and issue an invoice which You agree we may charge against Your insurance Excess Amount and deduct it from the debit/credit card You supplied to Us at the time of pick-up.

12.11 If You fail to report any new damage, and We, during Our own inspection, discover new damage to the Vehicle from that described on the Rental Agreement at the time of pick up, then We will evaluate it according to the provisions of section 13.3 and You agree You will be responsible for the cost to repair such damage according to the rules described in this section 12.2.4 and section 13.

We will send You the following details:

- a statement describing the damage identified upon return of the Vehicle.
 - pictures of the damage (if pictures are available).
 - an estimated cost of repair that will vary depending on the nature of the damage but will include a damage administration fee and a vehicle recovery fee (if applicable) as set out in the Tariff Guide.
- 12.12 You can challenge the new damage that We identify and the cost of it within 14 days of the date We send You the invoice.
- 12.13 If You fail to challenge the quoted charge within the 14-day period then We will charge the repair cost to the credit or debit card provided to Us at the start of the Hire Period.
- 12.14 If agreement cannot be reached then We reserve the right to take legal action against You to recover the outstanding sum.

We recommend that, if possible and before You leave the Vehicle and return the keys, you take photographs of the Vehicle in its final parking place as evidence as to its condition at the time You returned it.

12.15 If You return the Vehicle out of hours or when Our office is closed, we will inspect the Vehicle at Our next advertised opening time and You accept that You are responsible for all charges, fees and damage to or loss of the Vehicle until We have checked the Vehicle back in at this time. If You deposit the keys, you will also have to pay an out of hours key return charge as set out in the Tariff Guide.

- 12.16 We shall not be responsible for any loss, theft or damage of any nature, related to any objects and/or belongings and/or tools that have been transported in or on, or that may be found in or on, the Vehicle.

13 DAMAGE TO THE VEHICLE

- 13.1 Unless any of the following charges are covered by the Collision Damage Waiver, you will be responsible for the following charges:

- The cost of repairing any damage caused to the Vehicle or other Accessories plus a damage administration fee and either Our Engineer's Fee or Desktop Engineer's Fee (both of which are set out in the Tariff Guide) whichever shall apply; and/ or
- by You to another party, their property, the vehicle they are in and all uninsured losses before the Vehicle is checked back in by Us.
- Damages for Loss of Use of the Vehicle however caused and whether You are responsible for such loss unless the loss is due to Our fault or negligence or Our breach of this Contract.
- The replacement cost of any Accessories which have been lost, stolen or are uneconomical to repair plus a damage administration fee (whether You are responsible for the loss unless the loss is due to Our fault or negligence or Our breach of this Contract or such loss occurred after the Vehicle is checked back in by Us).

- 13.2 If, during the Hire Period, the Vehicle is seized by any Government, authority, or organisation whether in or outside the UK and whether or not You are at fault, you must pay for:

- any damage caused to the Vehicle and/or Accessories, any penalties, fines, restoration / repatriation charges or any other charges or fees; and
- any Loss of Use of the Vehicle while We cannot rent it out to another customer (which will be calculated on the basis of the Rental Charge for each day (or part of a day) in excess of the Hire Period and until the Vehicle is checked in by Us as returned), unless such damage and/or loss is due to Our fault or negligence or Our breach of this Contract.

- 13.3 Any damage caused to the Vehicle whilst You have it in Your care will be evaluated by Us (acting reasonably) and charged, according to Our cost estimation, against the debit or credit card You supplied to Us at the time of pick-up in addition to Our damage administration fee and either Our Engineer's Fee or Desktop Engineer's Fee (both of which are set out in the Tariff Guide) whichever shall apply. Repair costs will vary depending on the extent of the damage.

- 13.4 Light Damage is viewed as minor, insubstantial damage that does not render the Vehicle unusable or illegal and therefore does not require immediate repair before it can be rented to another customer. Examples of light damage include (but are not limited to):

- scratches to the external paintwork or on bumpers.
- light damage to the windscreen,
- damage to tyres, wheel rims and trims or to wing mirrors

We will charge You for Light Damage at the earliest possibility of estimate or repair.

- 13.5 Serious Damage or other damage that is not viewed as Light Damage because it renders the Vehicle unusable or illegal and requires immediate repair before it can be rented to another customer will be evaluated by an independent expert and charged according to the expert's report or to a cost estimate provided by an independent motor repairer in addition to Our damage administration fee and either Our Engineer's Fee or Desktop Engineer's Fee (both of which are set out in the Tariff Guide) whichever shall apply.

Please note that provided You have complied with all applicable local laws and these T&Cs You may not be charged for the full cost of the damage and the maximum amount You may be required to pay will be the Excess Amount as described on Your Rental Agreement.

14. WHAT IS EXPECTED OF ME REGARDING THE VEHICLE MAINTENANCE?

Throughout the Hire Period We will expect You to look after the Vehicle, the keys and any Accessories against loss or damage (however that arises). If You fail to do so, then You will be responsible for all damage and loss and any applicable charges and administration fees that may arise as a result.

- 14.1 Save for customary inspections such as oil and water levels; coolant; windscreen washer fluid levels and tyre pressures that should be regularly checked during normal use of the Vehicle to keep it in good working order neither You nor anyone else is allowed to work on the Vehicle or make any modifications to it without Our prior written consent. If consent is required for work to be undertaken on the Vehicle and We give such consent, we will only refund You for the work upon receipt of a valid and lawful invoice. You will be responsible for the cost of restoring the Vehicle to its original condition and to pay reasonable compensation for Our Loss of Use of the Vehicle if the work or modifications causes damage and/or loss to the Vehicle that needs to be rectified before it can be rented out to another customer.
- 14.2 The Vehicle is provided to You with tyres in a condition and number that meets with the traffic-legislation requirements of the UK. In the event of damage to any one of the tyres (other than by ordinary wear and tear or latent defect) whilst We will immediately arrange to replace it You are responsible for the cost of the tyre (which will be of the same size, type and brand) together with any associated reasonable fees. You will be responsible for and pay for any cost consequences arising out of any breach of these obligations by You or any other Named Driver.

15. WHAT SHOULD I DO IN CASE OF ACCIDENT, COLLISION OR MECHANICAL BREAKDOWN?

- 15.1 In case of Breakdown:
- If a warning light appears on the dashboard or the Vehicle develops any fault during the Hire Period, You or any other Driver must not continue to drive the Vehicle if further damage might thereby be caused and immediately call the telephone number indicated in the breakdown procedure on the Rental Agreement for assistance. If You need further assistance, you should contact Us as detailed in section 26.
- 15.2 If the Vehicle breaks down or is involved in a Collision or incident in mainland UK or Northern Ireland during the Hire Period We will, as soon as possible, recover and repair the Vehicle so that it is rendered functional.
- 15.3 If the Vehicle cannot be repaired, we will (where possible) provide You with an alternative Vehicle of an equivalent standard and size to the Vehicle for the remainder of the Hire Period.
- 15.4 If We cannot repair the Vehicle or provide You with an alternative Vehicle, we will provide You with a refund for any part of the Rental Period that You have paid for but not received the benefit of.
- 15.5 If, and only if, the breakdown or Collision or incident is due to Our negligence or wilful default then We will not charge You for the cost of recovery and/or repair (if any). Should We consider that the breakdown is caused by the negligence or deliberate misuse or if loss of or damage to the Vehicle arises as a result of a breach of the Contract by You and or any Referred Driver or additional Driver and/or any unauthorised Driver then You will be responsible for and will pay to Us the cost of the repair of the

Vehicle (if there is damage and or loss caused to the Vehicle) and a fee for recovery of the Vehicle plus a towing charge per mile (if applicable) at the rates set out in the Tariff Guide.

15.6 In case of a Collision or incident

- If there is a Collision or incident, You or any authorised Driver must tell Us immediately by calling the 24/7 emergency telephone number indicated in the accident procedure on the Rental Agreement. In the unlikely situation that this is not possible, you must do so at the earliest possible opportunity (whether damage occurs or not), or within 24 hours, or before the end of Your hire, whichever is sooner. If You do not do this, or You continue to use the Vehicle, then You are responsible for any loss and/or damage caused to or resulting from the use of the Vehicle or to a Third Party and for all applicable charges associated with such loss and/or damage together with a damage administration fee for each incident. If You need further assistance, you should contact Us as detailed in section 26.

15.7 Should We consider that the Collision or incident is caused by Abnormal Use, the negligence, deliberate misuse or a breach of the Contract by You and/or additional Driver and/or any unauthorised Driver and/or Our Collision Damage Waiver does not apply or is completely invalidated as a result of an act or omission (please see section 25 for further information as to when the Collision Damage Waiver applies and when it is invalidated) then We reserve the right to recharge the cost of recovery and/or repair in full to You.

15.8 If You or any other Driver has a Collision or incident You or that other Driver must:

- not admit or accept responsibility.
- obtain and notify Us of the names and addresses of all involved, including witnesses.
- take multiple photographs of the scene, all parties and vehicles involved, showing the damage.
- make the Vehicle secure and tell the police straight away if anyone is injured or the road is blocked or if any property has been damaged.
- immediately tell Us of the Collision or incident by calling the 24/7 emergency telephone number indicated in the accident procedure on the Rental Agreement.
- complete an Accident Report upon return to the office and within a maximum of 2 days of the Collision or incident. This will allow Us to defend Our case against the Third Party (if You are responsible for the incident) or to recover costs from the Third Party (if the Third Party is responsible for the incident). This also gives Us all relevant details of the incident and will allow Us to ensure Your claim is being handled as efficiently as possible.
- You will use Your best endeavours to supply Us with full details of any Third Party(is) and Third-Party vehicle(s) involved in any Collision or incident with the Vehicle. Failure to do so may invalidate the insurance Protection and/or any excess reduction products.

15.9 You will, at Our request, do all that is reasonably and lawfully required by Us or any provider of any product that is involved with Your rental and allow Your name and the name of any Driver to be used by Us, or any provider, for enforcing any rights or remedies against any persons in connection with the Vehicle.

15.10 We will not (either on Our own behalf or on behalf of any insurers) waive any rights under the Contract or any applicable Insurance Policy unless We do so in writing (which must be signed by Us or the insurer as applicable).

16. WHEN SHALL I RECEIVE MY INVOICE AND PAY FOR THE RENTAL?

You will receive a pro forma invoice in the form of Your Rental Agreement at the time of hire. You must keep this safe as it is Your proof of hire. You will pay or be charged the full amount in one or in several lots as agreed between Us in advance of Your hire.

16.1 When You book a Vehicle:

- You will be required to prepay for Your Vehicle at the time of booking, for example, the daily rental charge of the Vehicle and Accessories for the Hire Period and for any additional services or products, at the time of booking. Your means of payment will be debited by the agreed amount. You may request an invoice for that payment however the booking reference number supplied will be deemed the receipt for the booking.

16.2 If You have not prepaid for Your booking, you will be charged at the time You pick up Your Vehicle for the amount of the Rental Charges for the Vehicle plus the deposit, if applicable, and for any Accessories or additional services or products or additional Drivers or Protections You decide to take out before You take the Vehicle away. The cost for this will be shown on the Rental Agreement and will be agreed with You before You sign the document.

16.3 At the time of return of Your Vehicle We will establish whether any additional fees or charges apply, and You will be charged for these accordingly. From the day after You return your Vehicle, you can then request Your VAT, or tax, document. You should contact Us in accordance with section 26. This will be supplied to You by email within 30 days of Your request.

16.4 If You have incurred extra costs such as fines or tolls or caused damage and/or loss to the Vehicle and/or Accessories then We will charge You at a later date, together with any associated administrative charges if, after the Hire Period has terminated, when We become aware of them and a full tax invoice will be issued and supplied to You by email.

17. WHAT IF I WANT TO CANCEL OR MODIFY MY BOOKING?

Modification

17.1 You can modify Your booking free of charge provided You let Us know at least 48 hours before the Hire Period is due to start. Please be aware that new rental prices, delivery, or collection times may apply, and other aspects of Your rental may change if You modify Your booking. We will let You know if the modification to Your booking is possible. If it is possible, we will tell You about any changes to the rental which would be necessary as a result of Your requested modification and ask You to confirm whether You wish to go ahead with the modification to Your booking.

17.2 We will charge You for a reservation amendment fee as set out in the Tariff Guide each time You amend any details of Your booking once the Hire Period starts.

Cancellation & No Show

If You have booked in accordance with section 16:

- You can cancel Your rental free of charge provided that You have given Us at least 7 days notice before the Hire Period is due to start. You must do this by telephoning our office during usual office times on 01329 822 334.
- If You cancel giving Us less than 48 hours' notice the prepaid amount will be refunded less a cancellation fee at the rate shown in the Tariff Guide. In exceptional circumstances and at our discretion credit hire may be offered.

- If You have not cancelled Your reservation and fail to pick up the Vehicle, then your prepayment amount will be refunded less the no-show fee at the at the rate shown in the Tariff Guide.
- If We cancel or fail to cancel the booking, you will be fully reimbursed for any sums that You have paid to Us for the booking.

Pay on arrival rentals.

17.3 If You have not prepaid for Your rental then You may modify or cancel Your rental free of charge up to 2 business hours before the time of pick up.

17.4 If You either don't pick up the Vehicle at the agreed time or don't give Us two or more hours' notice to cancel before the rental start time then You agree that We may charge the no-show fee at the rate shown in the Tariff Guide against that credit or debit card details You lodged with Us at the time of booking to compensate Us for having held the Vehicle for You without any rental transaction ultimately taking place.

18. WHAT IF I WANT TO EXTEND MY HIRE PERIOD?

In case You want to extend the Hire Period shown on Your Rental Agreement You must contact Us at least 2 working hours before the end of the Hire Period or any previously agreed extension.

18.1 If We agree to extend the Hire Period You must pay Us an extension fee (at the rate shown in the Tariff Guide) before the end of the Hire Period as well as the hire charges which will become due.

18.2 If such an extension means that the Hire Period will exceed a period of 90 days then You must:

- return with the Vehicle to Our office where You picked it up and pay any outstanding amounts due; and
- negotiate the hire of a new Vehicle and enter into a new Rental Agreement with Us.

18.3 If You do not contact Us in time, or do not pay the extension fee, then, we will charge You the daily charge for each day (or part day) that You keep the Vehicle beyond the end of the Hire Period plus an unauthorised extension fee (as set out in the Tariff Guide). If We consider it to be appropriate, then We will also have the right, without prior notice, to take any legal action necessary to affect the immediate return of the Vehicle. Please note that unless We expressly agree to the extension You will no longer be insured to drive the Vehicle.

18.4 The cost for both the extension fee and the unauthorised extension fee can be found in the Tariff Guide.

19. WHAT IS THE FUEL POLICY?

19.1 All Vehicles are supplied with a reasonable amount of fuel in the tank.

Reasonable'

- We provide You with a Vehicle with a level of fuel in the tank. The exact amount will be recorded on Your Rental Agreement. There will be enough fuel in the tank for You to travel to the nearest filling station, so You can fill the Vehicle with the fuel You will require for Your Hire Period.
- You return the Vehicle with the same level of fuel in the tank as recorded on Your Rental Agreement.

If You return the Vehicle with a level of fuel lower than indicated on the Rental Agreement, you will be charged the cost of the missing fuel at the current advertised rate on the date of return plus a refuelling charge (as set out in the Tariff Guide).

- 19.2 The Company will not reimburse You for any unused fuel, or any extra amounts of fuel left in the Vehicle at the time of return.

20. MUST I PAY A DEPOSIT BEFORE PICKING UP THE VEHICLE?

As We have already stated in section 10 You may be required to provide a security deposit when You hire the Vehicle. The amount of the deposit is confirmed at the time of Your booking.

- 20.1 You can pay the deposit with cash, a debit card or a credit card and We have set out below what will happen for each payment method. If You have prepaid Your daily Rental Charges, we will need to see the card that You used for the prepayment before We release the Vehicle to You, but You can pay for Your deposit using a different payment method if You wish.

Cash: Will be banked. In the event that there is insufficient cash on the premises to return to You at the end of Your Hire Period, a BACS payment may be made.

Credit cards: Your card will be charged. We will request an electronic authorisation from the issuing bank for the deposit value against the card and then actually withdraw the funds. The available credit on the card/account will be reduced by the deposit value and will appear on Your monthly statement. Provided there are no extra charges and/or fees to pay when You return the Vehicle to Us at the end of the Hire Period, and it has been checked-in then the deposit amount will be refunded back to the same card number. You should allow 10 working days for this amount to be reflected into Your account.

Debit cards: Your card will be charged. We will request an electronic authorisation from the issuing bank for the deposit value against the card and then actually withdraw the funds. The amount will be deducted from Your account balance, and it is Your responsibility to ensure that there are sufficient funds to cover this amount. Provided there are no extra charges and/or fees to pay when You return the Vehicle to Us at the end of the Hire Period, and it has been checked-in then the deposit amount will be refunded back to the same card number. You should allow 10 working days for this amount to be reflected into Your account.

- 20.2 You agree that at any time during or after the Hire Period any and all additional charges that may arise under the Contract or related to Your rental of the Vehicle can be offset against Your deposit and, where there is no deposit or the deposit is insufficient, that We can apply such costs (i.e. the full cost or the difference between the amount We are entitled to and any deposit) to the credit or debit card presented by You before entering into the Contract or We can issue an invoice to You for those sums that will be payable within 14 days of the date of the invoice.

21. HOW IS THE COMPANY PROTECTING AND USING MY PERSONAL INFORMATION?

Protection of the Personal Information

- 21.1 We collect and process Your personal information strictly in accordance with the requirements of the Data Protection Act to the extent necessary to assist Us in providing You with Vehicle rental services and to maintain and improve Our administration.

- 21.2 When processing Your Hire, we collect data which will include, but is not limited to:

- Your Full Name.
- Your current residential Postal Address.

- Your contact details if different.
- Your landline telephone number and mobile number.
- Your National Insurance Number
- Your E-mail Address.
- Your Date of birth.
- Your Driving Licence details.
- Cardholder Credit / Debit Card information.
- Your driving history including endorsements within the last 11 years.
- Your accident history within the last 3 years.
- Any Medical Conditions that may affect Your eligibility for Insurance.

We may collect Medical Condition data that is regarded as sensitive. If there is a Collision or incident and We need to work with Insurance and Claims Management Companies relating to any injury You may incur, we may need to process data about Your current medical conditions. Please note that if You wish to rent with Us and there is a need to provide sensitive data, you consent to that data being collected, used, and disclosed for Our Operational Uses.

21.3 You are welcome to see any data held about You at any time and to make the necessary amendments to keep this data up to date. To protect Your Privacy and the Security of Your Personal Data, we will take steps to verify Your identity before granting You access or making corrections to any data, we store about You. To view Your Personal Data please contact Us quoting Your Name and Address and either Your Driver Licence Number or Date of Birth (for verification purposes) and your most recent Rental Agreement or Booking Reference Number.

21.4 Use of the Personal Information

We may use any personal information You have given Us, including the details of any Driver(s) as follows:

21.5 For the purposes of the rental to verify identity, process and collect payment under the Contract, monitor fraud and deal with any issues before, during and after the Hire Period.

21.6 We will obtain information from third parties concerning You and/or any Driver(s) to decide whether to rent a Vehicle to You. Before Your rental starts, we will check Your identity and that of any Driver(s) by carrying out an identity check. We may pass Your personal information to Third Party agencies for the purposes of checking Your identity and that of any Named Driver and they may keep a record of any search that they do. This identity check may leave an electronic note or “footprint” on Your record but will not affect Your credit rating; it is not used as part of the credit vetting process and the information is not sold to third parties.

21.7 We will keep a record of any breach of the Contract, suspected fraud or Collision or incident history to help Us with future decisions about You and/or any Named Driver.

21.8 We may give the personal details You supply, and details of Your performance of obligations under the Rental Agreement to; credit reference agencies, DVLA, HM Revenue & Customs, the police, debt collectors (including solicitors) and any other relevant organisation.

21.9 We may also give the personal details to the British Vehicle Rental & Leasing Association (“BVRLA”), who may pass the details on to any of its members to help them decide whether they will accept You or any Driver(s) as a customer.

21.10 We may also share the personal information and information concerning 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 the Vehicle, delays in Vehicle return, threatening or abusive behaviour and any other relevant information) with other vehicle rental companies and suppliers to such companies for the purposes of crime detection, risk management and assessing whether or not others may wish to hire a Vehicle to You.

22. ARE THE VEHICLES EQUIPPED WITH A TRACKER?

- 22.1 To maintain and protect the Vehicle and to prevent and detect crime We may use electronic devices to monitor the condition, performance, and operation of a Vehicle and/ or to track a Vehicle's movements. This information may be used both during and after termination of the Hire Period to ensure that the terms of this agreement are complied with.
- 22.2 By accepting these T&Cs You expressly acknowledge having granted Your explicit consent to the use of such electronic devices.

23. WHAT HAPPENS IN CASE OF DISPUTE RELATED TO MY RENTAL?

Our Liability:

- 23.1 We will be responsible for personal injury or death that is caused by Our negligence.
- 23.2 You accept that in certain circumstances it will not be possible to provide You with a Vehicle or to provide You with the Services You have reserved. In such circumstances or if We are in breach of this Contract, you agree that our maximum liability for any losses (including any loss of profits, loss of business, business interruption, or loss of business opportunity) in contract or tort will be limited to the value of the Vehicle hire and/or any ancillary services You reserved during the booking process.
- 23.3 The Company will be responsible for losses suffered by the Hirer as a result of the Company breaking the Rental Agreement if these losses are foreseeable. Losses are deemed to be foreseeable where the Hirer and the Company could contemplate them at the time that the Vehicle is rented. The Company is not responsible for indirect or consequential losses which happen as a side effect of the main loss, and which are not foreseeable.

Customer Service:

- 23.4 You can contact Our Customer Services:
- By telephone on 01329 822 334
 - By email to info@easy-drive.co.uk; or
 - If you prefer, you can write to us at Unit 31 Regent Trade Park, Barwell Lane, Gosport, PO13 0EQ.
- 23.5 Whether You call Us or write to Us We will aim to respond to Your query or complaint within 10 working days of receiving Your communication. If We cannot respond in these timescales, we will tell You why and let You know when We aim to reply to You.
- 23.6 If We have to contact You, we will do so by telephone or by writing to You at the email address or postal address You provided to Us at the time of Your rental.
- 23.7 We are under a legal duty to provide Vehicles that are in conformity with the Contract.

Nothing in these terms will affect Your legal rights or remedies which cannot be excluded as a matter of law. For detailed information please visit the Citizens Advice website (www.citizensadvice.org.uk).

Applicable Law & Jurisdiction:

In case of any dispute regarding Your rental, you agree that the applicable law will be English law and subject to the jurisdiction of the English and Welsh courts. Any addition to, or alteration of, these terms and conditions must be agreed upon in writing by the parties.

23.8 These terms and conditions are available in large print at our office, and in electronic format found at: <https://www.easy-drive.co.uk> A Hardcopy can also be obtained at reception.

24. GENERAL

Animal Policy:

- 24.1 We do not allow any animals other than assistance dogs to be transported in Our Vehicles.
- 24.2 We do not supply dog guards or any other form of animal restraint for Our Vehicles. If You are travelling with an Assistance Dog You are always therefore responsible for its behaviour, safety, and well-being. This responsibility includes ensuring that the Assistance Dog is suitably restrained at all times so that it remains safe; it does not distract the Driver or cause risk or injury to You or any other Passengers sharing the Vehicle with You.
- 24.3 We do not under any circumstances accept liability for damage suffered by the Vehicle or for injury caused to the Assistance Dog or to You or the Driver or to any Passengers as a result of Your failure to keep the Assistance Dog appropriately restrained and/or controlled.
- 24.4 In addition You are required to return the Vehicle to Us in the same condition as it was at the start of the Hire Period). If it is returned to Us in a dirty or messy and/or damaged condition to the extent that it will require specialist cleaning and/or repair before it can be rented to the next customer, then You will be liable for the special cleaning/valet charge described in the Tariff Guide and/or for the repair of any damage.

Notifications:

- 24.5 All notifications that need to be served on either You or Us in regard to Your Rental Agreement will be sent to the address indicated in the Rental Agreement unless either of Us notifies the other party to the contrary.

End of Rental Agreement:

- 24.6 If You are a consumer, we may end the Contract immediately if We discover that any of Your belongings have been taken away from You to pay off Your debts, or a receiving order has been made against You or steps have been taken to make You bankrupt or for You to enter into an individual voluntary arrangement.
- 24.7 If You are a Company, we may end the Contract immediately if You go into any form of insolvency or You call a meeting of creditors, or We discover that any of Your goods have been taken away from You to pay off Your debts or receive adverse information or fraudulent financial information.
- 24.8 If You are ending the Contract for one of the reasons set out below the Contract will end immediately and We will refund You in full for any Vehicle which has not been provided or has not been provided properly. The reasons are:

- We have told You about an error or a change in the price or description of the Vehicle You have booked, and You do not wish to proceed.
- We have suspended hire of the Vehicle for technical reasons, or notified You We are going to suspend hire of the Vehicle for technical reasons, in each case for a period of more than 14 days without providing a suitable alternative Vehicle to replace the (suspended) Vehicle for the remainder of the Hire Period; or
- You have a legal right to end the Contract because of something We have done wrong.

24.9 The Company may terminate this agreement without notice by reason of any breach by the Hirer of the Local Rental Terms and Conditions and then take possession of the Vehicle, the Hirer authorises the Company to use any endeavour to do so.

24.10 If the Contract ends it will not affect Our rights under the Contract including the right to receive and/or claim any amounts which You owe to Us under the Contract.

24.11 If You end the Contract after the Vehicle is delivered to You, you must return the Vehicle to Us. If You are ending the Contract because We have told You of an error or change in pricing or description or because You are exercising Your legal rights to end the Contract because of something We have done wrong, then We will pay the costs of return.

25. INSURANCE AND PROTECTION PROVISIONS

25.1 This section 25 summarises the Protection and insurance offered that are designed to cover Your potential financial exposure if any of the following circumstances occur whilst You are renting and using one of Our Vehicles. Without them, you will be personally responsible for the financial consequences:

25.2 Liability to a Third Party which means other people's Bodily Injury or death and / or damage to their property that occurs because of a Collision or incident that You may cause.

- Damage to a Third Party's property could include a Third Party's vehicle and its contents, buildings or their contents, machinery, or personal possessions.
- The cost of any business interruption associated with either the Third Party's injury or death and/or the damage to their property will also form part of this liability.

25.3 Damage to or theft of the Vehicle. This may be a result of a Collision or an attempted theft and need to be repaired or it may be so badly damaged that it is irreparable, and We write it off; or it may be stolen and not recovered.

25.4 If You are the Driver of the Vehicle at the time of a Collision and You are responsible for the Collision taking place then whilst any injured Passengers will be covered by Our Third-Party Liability Insurance your own death or injuries, together with the possible associated consequences of it, will not.

Mandatory Third-Party Liability Insurance

25.5 We are required by law to insure Our Vehicles against liability for the claims or actions of a Third Party(is). Third Party Liability Insurance is therefore automatically included as part of Our Vehicle hire services and You will be covered for the consequences others may suffer as a direct result of Your actions whilst You are driving the Vehicle up to the level legally required.

What am I covered for?

25.6 You will be insured against liability for the financial cost of any of the following consequences that may arise as a result of an incident that You cause when You are using the Vehicle:

- Bodily Injury or death suffered by a Third Party(is); and
- property damage sustained by a Third Party(is) and losses and costs arising as a consequence of the damage.

What is excluded from the cover?

25.7 Third Party Liability Insurance does not cover:

- Bodily Injury or death that You (the Driver at the time of the Collision) may suffer; or
- any damage to or loss of Your personal property or possessions; or any damage caused to the Vehicle; or
- the Vehicle if it is stolen due to the keys being left in or on the Vehicle; or
- the Vehicle if it is stolen due to the loss of the keys whilst on hire or the keys cannot be provided.

What is the amount of my financial exposure for Third Party Liability?

25.8 You will be covered for any amounts that exceed Your Excess Amount of the financial cost of Third-Party Liability arising as the result of a Collision that You may cause up to the level legally required provided You have not committed a breach of any applicable laws (including any relevant road traffic regulations), or the Local Rental Terms and Conditions and You notify Us in accordance with section 15.2.

However, if there has been Abnormal Use of the Vehicle, or if You did not comply with those laws and/or regulations and/or the applicable Local Rental Terms and Conditions then, whilst Our insurer will still fulfil its obligations to Third Parties under the Third Party Liability Insurance Policy, it will then seek to recover from You all of the costs it may have paid to that Third Party, and seek recompense for all liabilities, damages, costs and expenses suffered or incurred as a result of the incident. You furthermore indemnify the Company against such losses as is recoverable in law.

Collision Damage Waiver

26.1 Our Collision Damage Waiver cover limits Your financial exposure for damage caused to the Vehicle whilst it is in Your care. If You purchase Our Collision Damage Waiver product and comply with the applicable laws and the Local Rental Terms and Conditions, then We will pay for the cost of damage to the Vehicle that exceeds the Excess Amount.

Collision Damage Waiver cover is not included in the daily rental charge and is available to purchase separately in advance of Your hire, at an additional cost. We do not accept personal car insurance policies or any Third-Party waiver products that can be purchased online via a Broker or similar trader. Collision Damage Waiver does not cover the loss or theft of or damage to objects or property, (including luggage or goods) that are deposited or kept or transported in or on the Vehicle by You or by any Passenger.

Collision Damage Waiver Availability

26.2 The Collision Damage Waiver is not available to certain Drivers with a limited driving experience; or

26.3 Drivers with certain convictions or endorsements on their licence. In these instances, the Standard Excess Amount is payable in respect of each Collision or incident.

What does this protect me against?

26.4 Collision Damage Waiver cover protects You against liability for any amount greater than the Excess Amount for the following combined costs related to:

- the cost of evaluating the damage incurred by a Vehicle; and/or
- the cost to repair the Vehicle or its Book Value if it is irreparable and must be written off; and
- Our Loss of Use in the Vehicle whilst it is being repaired and / or written off in circumstances where:
 - You collide with a fixed or moving object; or
 - the Vehicle is subject to an act of vandalism while You are driving and using it; or
 - any glass or lights or reflectors are damaged or broken or tyres are damaged or punctured during a Collision.

What is excluded from the Protection?

26.5 You will be liable for the full cost to evaluate and to repair the damage to the Vehicle if the damage is caused:

- by the wilful acts of the Driver; or
- by an explosion or fire in (or to) the Vehicle because You are using it to transport dangerous goods (dangerous goods being any product or substance that, due to its nature and/ or main characteristics, is reasonably considered to be dangerous and which, if not transported with appropriate caution and safety, could cause harm to the Vehicle, and to any Third Party within a reasonable distance of the Vehicle); or
- by the Vehicle striking overhead objects above windscreen height such as hitting a bridge, car park barrier, trees, signs, canopies, or any other overhead object; or
- by total or partial theft or an act of vandalism whilst the Vehicle is left unattended; or
- by Your negligence (which is behaviour that falls below the standards expected of a reasonably sensible person in similar circumstances) or the negligence of Your Passengers (for example a fire caused by the use or disposal of cigarettes or cigars); or because the keys are lost or stolen or damaged; or
- Loss of or damage to Your own property that is being transported or kept in or on the Vehicle during the Hire Period

Types of damage that are explicitly excluded are:

- Interior damage.
- Under-body damage.
- Damage above windscreen height.
- Damage caused by use of the wrong fuel.
- All glass.
- All mirrors.
- Any front, side, or rear lamp lenses.
- Aerials.
- Any punctures to any wheel.
- Caused as a result of flood.
- Fitting or Using Roof Racks, bicycle racks, tow bars or tow balls.
- Loss of or damage to or breakage of keys and consequential costs.

What must I do to benefit from the Protection?

You must:

- purchase the Protection before the commencement of Your hire; **
- comply with Local Rental Terms and Conditions and all applicable law and local traffic regulation when You are driving the Vehicle; **
- notify Us in accordance with section 15.2 **

** Please note that these are the minimum requirements.

Even if the Collision Damage Waiver fee is paid, the Hirer shall be responsible for payment of any amount where the loss of, or damage to, the Vehicle or its Accessories, arising from the wilful action of the Hirer or any Driver. This includes, but is not limited to driving:

- Abnormal Use of the Vehicle,
- Whilst under the influence of alcohol above the current legal limit.
- Whilst under the influence of illegal drugs.
- Whilst under the influence of solvent abuse.
- Whilst driving with under-inflated or flat tyres.
- Allowing an unauthorised person to drive the Vehicle.

What are my options?

Without Collision Damage Waiver

If You have committed a breach of any applicable laws (including any relevant road traffic regulations) or the Local Rental Terms and Conditions Our Basic Protection will be revoked, and You will be liable for the full amounts of:

- any damage to or loss of Your personal property or possessions; or
- the cost of evaluating the damage incurred by a Vehicle; and/or
- the cost to repair the Vehicle or its Book Value if it is irreparable and must be written off; and
- Our Loss of Use of the Vehicle whilst it is being repaired and / or written off.

Without Collision Damage Waiver - Basic Protection

If during Your Hire Period the Vehicle is damaged and You have not purchased the Collision Damage Waiver, providing You have not committed a breach of any applicable laws (including any relevant road traffic regulations) or the Local Rental Terms and Conditions then Our Basic Protection will limit Your liability to the Standard Excess Amount and is payable in respect of each Collision or incident.

With Collision Damage Waiver

If during Your Hire Period the Vehicle is damaged and You have purchased the Collision Damage Waiver, providing You have not committed a breach of any applicable laws (including any relevant road traffic regulations), or the Local Rental Terms and Conditions Your liability will be limited to the Reduced Excess Amount and is payable in respect of each Collision or incident.

Vat or IPT at the current rates may be payable in addition to these amounts depending on the individual circumstances.

26. HOW TO CONTACT US

- During normal office hours by phone on 01329 822 334
- by email to info@easy-drive.co.uk

26.1 In the event of a Vehicle Breakdown:

- Follow the procedure set out in section 15.1
- For further assistance call Our 24/7 emergency telephone number 01329 822 334

Contact information to use in the event of a Vehicle Collision or incident will be on the rental agreement.

Please call Our 24/7 emergency telephone number: 01329 822 334.