

TERMS AND CONDITIONS FOR CAR ON DEMAND

GENERAL TERMS AND CONDITIONS FOR CAR ON DEMAND RENTAL SERVICE

These general terms and conditions set out the rights and obligations of the parties for the vehicle rental service known as “Car on Demand” provided by Free2Move New Mobility UK Limited (“**Free2Move**”) to corporate customers, for use by its employees and independent contractors, and to individual consumers.

The Rental Agreement (defined below) sets out the specific rental conditions (parties, prices, duration, insurance coverage, number and characteristics of the vehicles, type of rental, method of payment, etc.). In case of contradiction between these general terms and conditions and the Rental Agreement, the latter will prevail.

The general terms and conditions, its schedules and the Rental Agreement constitute the contract regulating the rental of vehicles from Free2Move to a customers. The customer will sign the Rental Agreement which incorporate these general terms and conditions and, following acceptance by Free2Move, forms a binding contract between the parties.

For the purpose of the terms below Free2Move is defined as “we, us, or our” and the customer is defined as “you, or yours”.

1 INFORMATION ABOUT US AND HOW TO CONTACT US

Who we are. We are Free2Move New Mobility UK Limited, registered address of 100 Avebury Boulevard, Milton Keynes, United Kingdom, MK9 1FH

How to contact us. You can contact us by telephoning or emailing our customer service team on +44 20 3868 7579, We may record calls for quality and training purposes.

How we may contact you. If we have to contact you, we will do so by telephone on the telephone number you provided to us in the setup of your Account and/or Booking or by writing to you or at the email address or postal address you provided to us in the setup of your Account and/or Booking.

2 DEFINITIONS

For the purposes of these terms we have given the following words or expressions a particular meaning:

- 2.1 “Accessories and Equipment”** means the accessories and/or equipment that you can rent for the duration of the Rental Period for the additional cost set out under the heading “Accessories / Equipment” in the Tariff Guide;
- 2.2 “Account”** means your business or personal account which is accessible via the Platform by you and any Authorised Individuals by entering your user ID and password on the login page of the Platform;
- 2.3 “Administration Charge”** means the administration charges as set out in the Tariff Guide;
- 2.4 “App”** means the mobile application named <https://rent.free2move.com/en-GB/> which may, amongst other things, be used to perform and document the Pre-Inspection and Post-Inspection;
- 2.5 “Authorised Driver”** means any driver who has been authorised in accordance with section 7.2, to drive the Vehicle;
- 2.6 “Authorised Individual”** means those individuals who are entitled and authorised by a corporate customer to make Bookings on its behalf;

- 2.7** “**Basic Insurance**” means the insurance defined in section 19.1;
- 2.8** “**Basic Rental Charge**” means the charge payable by you (as set out in the Quotation) in respect of the services set out in section 5.1;
- 2.9** “**Booking**” means the booking that you or any Authorised Individual made for the Rental Services;
- 2.10** “**Confirmation Email**” means the email described in section 4.5;
- 2.11** “**Excess**” means a sum of money which you are required to pay towards an insurance claim, as calculated in accordance with Schedule 3 and as set out in the Quotation;
- 2.12** “**Free2Move**” means Free2Move New Mobility UK Limited, registered address of 100 Avebury Boulevard, Milton Keynes, United Kingdom, MK9 1FH;
- 2.13** “**Other Insurance Policies**” means those insurance policies or packages that you take out for the duration of the Rental Period for the additional cost set out under the heading “Other Insurance Policies” in the Tariff Guide;
- 2.14** “**Platform**” means the website at <https://rent.free2move.com/en-GB/>;
- 2.15** “**Post-Inspection**” means the inspection defined in section 18.2;
- 2.16** “**Pre-Inspection**” means the inspection defined in section 14.1;
- 2.17** “**Rental Agreement**” means the document signed or otherwise accepted by the parties which accepts the terms of the Quotation and includes the specific terms of the rental and incorporates these terms;
- 2.18** “**Rental Charge**” means all sums payable by you for the Rental Services, as calculated in accordance with section 10.2;
- 2.19** “**Rental Period**” means the period of time you wish to rent the Vehicle from us as set out in the Quotation or as changed by you later (and agreed by us) in accordance with these terms;
- 2.20** “**Rental Services**” means rental by us to you of a Vehicle during the Rental Period for the Rental Charges, subject to and in accordance with these terms and the Particular Conditions;
- 2.21** “**Quotation**” means the quotation agreed as set out in clause 4.5;
- 2.22** “**Security Deposit**” means the deposit held by us on your payment card as described further in section 13;
- 2.23** “**Tariff Guide**” means the catalogue of additional charges as set out in Schedule 2 of these terms;
- 2.24** “**Vehicle**” means the vehicle you rent from us as part of the Rental Services;
- 2.25** “**We**” or “**we**” / “**Ours**” or “**ours**” / “**Us**” or “**us**” means Free2Move;
- 2.26** “**You**” or “**you**” / “**Yours**” or “**yours**” means the corporate entity or individual paying for the Rental Services and any associated costs and who has signed the Rental Agreement; and

- 2.27 “Young Driver”** means a driver aged between 21 and 25 years old at the start of the Rental Period.

3 THESE TERMS

- 3.1 What these terms cover.** These are the terms on which we supply the Rental Services to you and by signing the Rental Agreement you agree to be bound by and comply with such terms.
- 3.2 Who do these terms apply to?** These terms apply to you. However, you are also responsible for ensuring that each Authorised Driver complies with certain provisions of these terms. You will be responsible for any failure by an Authorised Driver to comply with these terms.

Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are hiring vehicles from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to **consumers only** are in **blue** and those specific to **businesses only** are in **green**. All provisions in **black** apply **both to consumers and businesses**.

- 3.3 If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase of the Rental Services and associated services. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

4 MAKING A BOOKING AND CONTRACT FORMATION

- 4.1 What type of vehicles can be rented and for what purpose?** You and any Authorised Individual can rent either a passenger car or a commercial vehicle for you or your employees and independent contractors via your Account on the Platform. You will, and you will ensure that the Authorised Individuals, keep all passwords and user names secure. You, and you shall ensure that each Authorised Driver, must drive the Vehicle in accordance with the manufacturer's recommendations and any further instructions as set out on the Platform and/or made available to you, by us from time to time.
- 4.2 Using the Vehicle in accordance with the law.** You confirm that you shall, and you shall ensure that each Authorised Driver shall, use the Vehicle in accordance with the existing laws and regulations applicable to the Vehicle and in accordance with these terms.
- 4.3 Submitting your booking online.** If you are booking online, the Platform will guide you through the steps you need to take to book the Rental Services.
- 4.4 Correcting input errors.** The booking process on the Platform allows you to check and amend any errors before submitting your booking request to us. Please take the time to read and check your booking at each stage of the booking process.

- 4.5 Accepting your Booking.** After you have followed the process online and requested a quotation you will receive a quotation from us confirming, amongst other things, the Basic Rental Charge, the Rental Period and details of the vehicle that will be made available to you (“**Quotation**”). We will also provide you with a form (“**Request for Information**”) which you must complete accurately and return to us. You have seven (7) days from receipt of Quotation to accept such Quotation by signing and returning to us the Rental Agreement. Once we have received your signed Rental Agreement, we will, if we are happy to proceed with your Booking, send you an e-mail confirming that we have accepted your Booking (“**Confirmation Email**”), at which point a contract between you and us will come into existence. That contract is based on these terms.
- 4.6 If we cannot fulfil your Booking following the Quotation.** If we are unable to fulfil your Booking, then we shall be entitled to cancel your Booking without any liability to you. We shall inform you of this in writing and will not charge you for the hire of the Vehicle. This might be because:
- 4.6.1 of unexpected limits on the availability of the Vehicle which we could not reasonably plan for;
 - 4.6.2 you and/or an Authorised Driver does not meet our minimum requirements (see section 7 below);
 - 4.6.3 we have identified an error in the price or description of the Rental Services; or
 - 4.6.4 we are unable to provide the Vehicle on the date you have specified.
- 4.7 Your booking number.** We will assign a booking number to you and this will be set out in the Quotation. It will help us if you can tell us your booking number whenever you contact us about your Booking.
- 4.8 The Vehicle.** We can substitute the Vehicle (as set out in the Quotation) with any other vehicle similar or equivalent to that vehicle set out in the Quotation before the start of the Rental Period without any liability to you.
- 4.9 We only provide Rental Services in the UK.** Our Platform is solely for the promotion of our Rental Services in the UK. You must not, and you shall ensure that each Authorised Driver shall not, take the Vehicle (nor permit the Vehicle to be taken) outside of the United Kingdom unless otherwise agreed in writing with us in advance. Such agreement may be subject to additional terms and conditions. Unfortunately, we do not accept bookings from addresses outside of the UK.

5 WHAT SERVICES ARE INCLUDED IF YOU RENT A VEHICLE?

- 5.1** The Basic Rental Charge includes:
- 5.1.1 the rental of the Vehicle for the duration of the Rental Period;
 - 5.1.2 breakdown assistance (as set out in section 16.1) for the duration of the Rental Period;
 - 5.1.3 the initial cleaning of the Vehicle;
 - 5.1.4 fully comprehensive insurance for consumers (an Excess may be payable by you in the event of a claim) for the duration of the Rental Period. Please note that business customers may or may not purchase insurance from Free2Move at an additional cost which will be set out in the Quotation but if you do not purchase insurance from us, the

business must be fully responsible for ensuring that the Vehicles are adequately insured during the Rental Period. Please also note, the purchase of the Rental Services in Northern Ireland may mean that you will need to pay an additional charge in respect of this insurance and additional terms and conditions may apply. If this is required, you will be notified of this on the Platform; and

- 5.1.5 a mileage banding allowance as set out in the Quotation (any mileage above this allowance during the Rental Period shall be charged in accordance section 11.2.5); and
- 5.1.6 up to one (1) Authorised Drivers for the duration of the Rental Period for consumers, unlimited for businesses.

6 WHAT OTHER SERVICES ARE AVAILABLE THAT ARE NOT INCLUDED IN THE BASIC RENTAL CHARGE?

6.1 We do offer the following additional services or products but the cost of each one (as shown in the Tariff Guide) will be charged in addition to the Basic Rental Charge. These are as follows:

- 6.1.1 Accessories and Equipment;
- 6.1.2 Other Insurance Policies;
- 6.1.3 additional rental months in excess of the originally agreed Rental Period provided that at least one week's notice is given via email and the extension is for a minimum duration of one month; and
- 6.1.4 excess mileage incurred during the Rental Period above the mileage banding set out in section 5.1.5.

7 MINIMUM RENTAL QUALIFICATIONS:

You and each Authorised Driver (where relevant), must meet the following minimum requirements.

7.1 You must:

- 7.1.1 hold a valid payment card in your you, or your corporate entity name (as applicable);
- 7.1.2 be able to pay for the Basic Rental Charge and any additional services (as calculated in accordance with section 6.1) with the payment card referred to at section 7.1.1; and
- 7.1.3 be able to pay the Security Deposit associated with the Vehicle, using the payment card referred to at section 7.1.1, associated with the Rental Services.

7.2 Subject to section 7.3, You must, and you shall ensure that each Authorised Driver must:

- 7.2.1 have held a valid driving licence for at least a year prior to the start of the Rental Period, and continue to hold a valid driving licence for the duration of the Rental Period;
- 7.2.2 be twenty-one (21) years old or older at the start of the Rental Period;
- 7.2.3 not have been sentenced for drink-driving or for being under the influence of drugs whilst driving, during the four (4) year period immediately prior to the start of the Rental Period;

- 7.2.4 not have had a vehicle related accident during the three (3) year period immediately prior to the start of the Rental Period;
- 7.2.5 not have had your driving licence suspended for six (6) months or longer during the five (5) year period immediately prior to the start of the Rental Period; and
- 7.2.6 not be renting any other Vehicle from us during the Rental Period.

7.3 If you are, or any Authorised Driver is, a Young Driver, then for the purposes of any insurance that you obtain from us, you shall ensure that the Young Driver must:

- 7.3.1 have held a valid driving licence for at least four (4) years prior to the start of the Rental Period and continue to hold a valid driving licence for the duration of the Rental Period;
- 7.3.2 be twenty-one (21) years old or older at the start of the Rental Period;
- 7.3.3 not have been sentenced for drink-driving or for being under the influence of drugs whilst driving at any time;
- 7.3.4 not have had a vehicle related accident since passing their driving test;
- 7.3.5 not have any points and/or convictions on their driving licence and/or been suspended from driving at any time; and
- 7.3.6 not be renting any other Vehicle from us during the Rental Period.

8 HOW DO YOU ADD ADDITIONAL DRIVERS TO YOUR BOOKING?

8.1 Can you add additional drivers? Subject to section 8.2 to 8.4 (inclusive), you may add one or more additional driver(s) to your Booking. This section sets out the process for adding those additional drivers.

8.2 How do you add additional drivers? Before the beginning of the Rental Period you can ask us to add an additional driver to your Booking. You can do this by calling or emailing us using the contact details in the Quotation. You will need to provide us with the documentation set out in section 9.1.1 and 9.1.2 and if relevant section 9.2 in respect of each additional driver requested. Following review of this documentation we will confirm to you, in writing, whether the additional driver is approved or not. If the additional driver is approved by us, they shall be considered, for the purposes of these terms, as an Authorised Driver.

8.3 Compliance with these terms. You shall ensure that each Authorised Driver complies with the relevant terms and you are responsible for their actions if they do not, including but not limited to any losses incurred by us caused or associated with a breach of these terms caused by an Authorised Driver.

8.4 Authorised Drivers. If you are a consumer up to one (1) Authorised Drivers can be added to your Booking for free. If you require more than one (1) Authorised Driver, you will need to pay an additional charge for each additional Authorised Driver for the duration of the Rental Period as calculated in accordance with the Tariff Guide. If you are a corporate customer there is no restriction on the number of Authorised Drivers permitted provided you remain responsible for their use of the Vehicles at all times.

9 WHAT DOCUMENTS DO WE NEED?

9.1 What Documents do we need from you? Before you collect the Vehicle from us, you must, or you must ensure that the Authorised Drivers upload photographs of the following documents to your Account or email them to gb@free2move.com:

9.1.1 both sides of your driving licence;

9.1.2 any other photographic ID required by the Platform.

9.2 the payment card you used to pay for the Rental Services and the Security Deposit. **Driving Licence issued outside of the European Economic Area.** In addition to the documents set out in section 9.1, if you or any Authorised Driver hold a driving licence that has been issued by a country outside of the European Economic Area, you must take photos of each of the following documents and upload them to your Account no later than forty-eight (48) hours before taking possession of the Vehicle, in order to help us validate the driving licence:

9.2.1 the driver's current valid International Driving Permit; and

9.2.2 a copy of the driver's passport from the country where the driving licence originated from.

9.3 Documents. For the purposes of these terms, the documents set out in section 9.1 and 9.2 are together known as the **"Documents"**.

9.4 Documents to be legible and complete. You commit to uploading the Documents in an entirely legible and complete form as soon as possible and at the latest before the collection of the Vehicle. You understand that if we cannot read the Documents or we think they are not complete, we may have no other option but to cancel your Booking. We will not be responsible for supplying the Rental Services late or not supplying any part of them if this is caused by you not providing legible, complete and/or correct Documents before collecting the Vehicle from us.

9.5 Tell us if there is a change in the validity of the Documents. Upon uploading the Documents or otherwise supplying us with a copy of the Documents, you confirm that the Documents are authentic, up to date and that they will not expire during the Rental Period. You commit to immediately informing us of any change in the validity of your Documents and any Documents supplied by an Authorised Driver, before or during the Rental Period. You understand that a change in the validity of the Documents (in respect of you and/or an Authorised Driver) may entitle us to terminate these terms with you and you shall return the Vehicle to us immediately.

9.6 Licence check code. If you hold a driving licence issued in the UK, you must, and you shall ensure that each Authorised Driver, create a licence 'check code' to share your and/or the Authorised Driver's driving record with us. A licence 'check code' can be obtained by going to <https://www.gov.uk/view-driving-licence>.

10 CHARGES TO USE THE VEHICLE – RENTAL CHARGES

10.1 Information provided at the time of Booking. The information you provide to us at the time of Booking and in the **[Order Form]** (such as the duration of the Rental Period or your age or the age of any Authorised Driver) will determine the price you pay for the Rental Services. Any change to that information could therefore change the price. The price of the Rental Services will be those prices in force at the time of the Quotation or at the time you make a change to a Booking.

10.2 What does the Rental Charge include? The Rental Charge you will pay comprises the following items:

10.2.1 the Basic Rental Charge;

10.2.2 any other service you choose to add at an additional cost (see section 6);

10.2.3 VAT.

10.3 How you pay for the Rental Charge. By agreeing to these terms, you authorise us to deduct the Rental Charge calculated in accordance with section 10.2, from your payment card provided at the time of your Booking. You may pay by direct debit or if agreed with us as part of the Booking we may provide you with an invoice to be paid by debit or credit card.

11 ADDITIONAL CHARGES THAT YOU WILL BE RESPONSIBLE FOR

11.1 What happens if you return the Vehicle late? If you return the Vehicle late, you will be charged a late return fee (as set out in the Tariff Guide), plus a daily rental fee (the daily rental fee for the Vehicle shall be the fee as advertised on the day the Vehicle is deemed late by us) for any additional days (or part days) where you have possession of the Vehicle beyond the expiry of the Rental Period.

11.2 When would I need to pay additional charges? There are some circumstances where you will be charged additional charges. They are set out below:

11.2.1 if you return the Vehicle with less than the level of the fuel noted in the Pre-Inspection, you will be charged (i) the cost of refuelling the Vehicle to the level set out in the Pre-Inspection and (ii) an Administration Charge;

11.2.2 if you leave the Vehicle in an unfit or unclean state, or you have smoked in the Vehicle or allowed pets into the Vehicle except as set out in this Agreement, you will be charged (i) the cost of cleaning the Vehicle and (ii) an Administration Charge;

11.2.3 if you lose the keys, any Vehicle documents or any parts (including any selected Accessories and Equipment) which were present on or in the Vehicle at the time of collection from us, you will be charged (i) the cost of replacing the missing item and (ii) an Administration Charge;

11.2.4 if we are required to process any accident claims, road fines, parking fines or any other fines or offences relating to the time the Vehicle was in your possession, you will be charged an Administration Charge for dealing with such claim, fine or offence. You will also be responsible for paying any and all fines; and

11.2.5 if the Vehicle is subject to a mileage banding limit, you will be charged (i) any excess mileage above the agreed mileage allowance (calculated in accordance with the Tariff Guide) and (ii) an Administration Charge.

11.3 How you do you pay the additional charges. By agreeing to these terms, you pre-authorise us to deduct all additional charges from your payment card or in the case of a corporate customer, we may invoice you and you agree to pay by credit or debit card within seven (7) days of invoice.

12 PAYMENT CONDITIONS

12.1 What payments are you responsible for? You are responsible for the payment of all charges incurred in connection with the Booking and use of the Vehicle.

- 12.2 Changes to payment details.** You must notify us immediately if the payment card details you have provided to us for payment change. If we cannot authorise or take payment for the Rental Services or the Security Deposit from your payment card before the start of the Rental Period, you or any Authorised Driver will not be able to take possession of the Vehicle.
- 12.3 What we will not be responsible for.** We will not be responsible for any overdraft charges or any other losses or liabilities which you may incur with your bank or card provider if we deduct charges from the payment card in accordance with these terms.
- 12.4 What payment methods do we accept.** You understand that payment can only be taken online via the Platform using a payment card, via the payment services provider. The Platform does not accept Visa Electron or the MasterCard Maestro cards, virtual electronic cards or prepaid cards. The payment card must be in your name.
- 12.5 Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

13 THE SECURITY DEPOSIT

- 13.1 What does the Security Deposit cover?** The Security Deposit paid by you covers any losses caused by you or by an Authorised Driver to the Vehicle, to a third party or to us including any repair costs incurred in respect of the Vehicle or the Accessories or Equipment, , any additional charges (as set out in section 10), and/or any Administration Charges.
- 13.2 When will the Security Deposit be taken?** The Security Deposit is made available to us seventy-two (72) hours before the start of the Rental Period, and at the latest when you take possession of the Vehicle, using the payment card provided by you at the time of your Booking. The amount is blocked on your bank account up to seventy-two (72) hours before the start of the Rental Period, during the Rental Period and for fourteen (14) days after the expiry of the Rental Period.
- 13.3 How much Security Deposit will be taken?** The amount of the Security Deposit to be made available to us varies according to the category of the Vehicle. It is determined in accordance with the chart set out in Schedule 3 and is set out on the payment page of the Platform at the time of booking. You must have the value of the Security Deposit available in your bank account and permission by your bank for us to benefit from the upper limit that is necessary to meet the payments (including the Security Deposit) required under these terms.
- 13.4 You pre-authorise us to deduct from the Security Deposit.** By agreeing to these terms, you pre-authorise us to deduct all charges (as set out in section 12.1) from your Security Deposit in the event the charges arise.

THE VEHICLE

14 TAKING POSSESSION OF THE VEHICLE

- 14.1 When do you perform a Pre-Inspection?** Immediately prior to you taking possession of the Vehicle you or your Authorised Driver must inspect the Vehicle for (1) damage, and (2) fixtures and fittings (a list of which can be found in your Account) ("**Pre-Inspection**"). Unless otherwise indicated in the Quotation or agreed in writing by us, you must perform the Pre-Inspection in accordance with the instructions available to on the App or otherwise notified to you in the Confirmation Email.

- 14.2 How do you perform a Pre-Inspection?** As part of the Pre-Inspection, you must, take photos of the inside and outside of the Vehicle in accordance with the instructions available on the App or in the Confirmation Email. These photos must be taken and sent to us via the App or emailed directly to us at gb@free2move.com. You must take photos of any damage you find to the Vehicle during the Pre-Inspection. If these photos are blurred, absent or too distant you will be responsible for any damage found on the Vehicle when returned to us at the end of the Rental Period and you will have to pay for the repair of such damage, even if you allege that the damage was present on the Vehicle at Pre-Inspection.
- 14.3 Photos are proof of the condition of the Vehicle.** You agree that the photos taken and sent via the App or emailed directly to gb@free2move.com are proof of the condition of the Vehicle prior to the Rental Period and you are under an obligation to return the Vehicle back to us at the end of the Rental Period in the same condition. If you do not, you will be charged in accordance with these terms.
- 14.4 What if you don't perform a Pre-Inspection?** If you do not complete the Pre-Inspection on time or at all, you agree to accept any damage recorded on the most recent Post-Inspection performed prior to the start of your Rental Period (i.e. performed at the end of someone else's rental period) and you will be charged for any damage present on or to the Vehicle on the return of the Vehicle by you at the end of the Rental Period that is in excess of, or in addition to, that shown on that Post-Inspection.
- 14.5 Are the Vehicles equipped with a tracker?** To maintain and protect the Vehicle we and/or Free2Move may use electronic devices to monitor the condition, performance and operation of a Vehicle and/or to track the Vehicle's movements. By accepting these terms, you expressly knowledge having granted explicit consent to the use of such electronic devices.

15 USE AND MAINTENANCE

- 15.1 How can you use the Vehicle?** You are responsible for the Vehicle whilst it is in your possession or under your control. You must not, and you shall ensure that each Authorised Driver does not:
- 15.1.1 use the Vehicle on non-carriageways;
 - 15.1.2 use the Vehicle to transport people or merchandise for a fee;
 - 15.1.3 use the Vehicle to learn how to drive;
 - 15.1.4 use the Vehicle for trials, competitions or motor racing;
 - 15.1.5 use the Vehicle under the influence of alcohol or of any forbidden substance;
 - 15.1.6 use the Vehicle to carry a load or a number of passengers in excess of those allowed by the Vehicle manufacturer;
 - 15.1.7 use the Vehicle to transport any flammable, explosive or radioactive materials (oils, mineral spirits, etc.) that can damage the Vehicle or force its occupants and/or third parties to run abnormal risks;
 - 15.1.8 use the Vehicle to push or tow another vehicle or unit (including but not limited to a caravan, horsebox or trailer);

- 15.1.9 use the Vehicle outside the UK, unless otherwise agreed by us or Free2Move in writing prior to such use;
 - 15.1.10 use the Vehicle for any subletting;
 - 15.1.11 use the Vehicle to drive in zones that are forbidden to the public (airport zones, military zones, etc.);
 - 15.1.12 use the Vehicle to intentionally commit an illegal act;
 - 15.1.13 use the Vehicle in contradiction to the provisions of the highway code and drive incautiously;
 - 15.1.14 use the Vehicle to carry animals except that you are permitted to carry your own pets in a suitable cage; and
 - 15.1.15 smoke in the Vehicle (including e-cigarettes).
- 15.2 You must keep the Vehicle safe.** You shall, and you shall ensure that each Authorised Driver shall (i) keep the keys to the Vehicle in your/their possession at all times (ii) use the car alarm device to lock the Vehicle while not in the Vehicle, and (iii) generally keep the Vehicle safe as if it was your own.
- 15.3** You must promptly following our written request (and in any event within 48 hours of our request) complete an inspection report in respect of the Vehicle in such form as is notified to you by us and send the report together with any associated photographs to us at gb@free2move.com.

16 BREAKDOWN ASSISTANCE

- 16.1** You and each Authorised Driver will benefit from breakdown assistance offered by the relevant Vehicle manufacturer. This may cover the following events but please note that there may be additional charges for some events, for example lost keys, incorrect fuel or other driver faults:
- 16.1.1 a mechanical, electric or electronic breakdown;
 - 16.1.2 a battery breakdown;
 - 16.1.3 an accident;
 - 16.1.4 the wrong fuel being used;
 - 16.1.5 the keys being lost;
 - 16.1.6 the keys being locked in the vehicle;
 - 16.1.7 a flat tyre;
 - 16.1.8 no fuel;
 - 16.1.9 someone trying to steal, vandalise or set fire to the car;
 - 16.1.10 a natural disaster makes it impossible for the vehicle to move; and
 - 16.1.11 the keys being stolen.

16.2 If any of the events set out in section 16.1 occur, please ensure that you or the Authorised Driver (if relevant) calls the breakdown assistance number that we gave you when you picked up the Vehicle. The call should be made as soon as possible and in any event within twenty-four (24) hours of the event occurring.

16.3 The breakdown assistance provider will either repair the Vehicle at the location of the breakdown or tow the Vehicle to an alternative location. The alternative location is determined in accordance with the following:

16.3.1 If the event occurs within a radius of 50 km from us: the Vehicle will be towed to us;

16.3.2 If the event occurs more than 50 km away from us: the Vehicle will be towed to the closest authorised repairer approved by us.

16.4 The breakdown assistance provider will also organise for you or the Authorised Driver (if relevant) and your passengers to be transferred to an alternative location. The alternative location is determined in accordance with the following:

16.4.1 If the event occurs within a radius of 50 km from us: a taxi to us so that we can provide you or the Authorised Driver (if relevant) with another rental vehicle (subject to availability);

16.4.2 If the event occurs more than 50 km away from us:

- a) you will be provided with a replacement vehicle of an equivalent category (subject to availability);
- b) If no replacement vehicle is available, you or the Authorised Driver (if relevant) will be transported to us:
 - i by taxi if the breakdown location is within 100 km of us;
 - ii by train or plane (as determined by us) if the breakdown location is more than 100 km;
 - iii and if you arrive at us and we are closed, you or the Authorised Driver (if relevant) will be offered a night in a hotel close to us (hotel to be determined by us) so that you can visit us in the morning.

16.5 Should we consider that the breakdown is caused by your negligence or your deliberate misuse or if loss of or damage to the Vehicle arises as a result of a breach of these terms by you and/or any Authorised Driver then you will be liable to pay for the recovery of the Vehicle, the transfer costs (as set out in section 16.3 and 16.4) and/or repair (if any) of the Vehicle. In such circumstances your liability will **not** be capped at the amount of your Excess.

17 WHAT IF YOU HAVE ANY ACCIDENT DURING THE RENTAL PERIOD?

17.1 In case of accident of any nature whatsoever, including but not limited to an accident, theft, attempted theft, fire, collision, discovery of unexplained damage, you must take all appropriate measures to safeguard the interests of us and, if necessary, of the insurance company, meaning you or the Authorised Driver (whichever is relevant) must:

17.1.1 notify us immediately in writing or at the latest within twenty-four (24) hours following the accident, incident or discovery of damages mentioned above;

- 17.1.2 if necessary, notify the police; and
- 17.1.3 following notification under section 17.1.1, fill in the form sent by our accident department ("**Declaration**"), which must be completed and returned to us within twenty four (24) hours of receipt of the Declaration from us, failing which you may lose the benefit of the coverage under the Basic Insurance and/or any Other Insurance Policies you have purchased. If you do lose the protection provided under the Basic Insurance and/or any Other Insurance Policies you have purchased and we incur any losses in respect of the accident, you will be required to reimburse us for those losses.
- 17.2** You or the Authorised Driver (whichever as appropriate) shall complete the Declaration as fully as possible, but the following information must be provided:
- 17.2.1 the circumstances, date, place and time of the accident;
- 17.2.2 the name and the address of the potential witnesses; and
- 17.2.3 if necessary, the registration number of the third-party vehicle involved, the name and the address of its owner, the name of their insurance company and the number of the insurance policy relating to the third-party vehicle.
- 17.3** If a police report or bailiff's report are provided to you or the Authorised Driver (whichever is relevant), you must attach these documents to the Declaration and return these to us. In particular, if the Vehicle is stolen, in addition to the notification obligations set out in section 17.1 you must notify the police and obtain the relevant paperwork. A copy of the filing report of the complaint must be provided to us as early as possible by you and in any event within two (2) days of you receiving it from the police.
- 17.4** You or the Authorised Driver (whichever is relevant) are not entitled to conclude an agreement or any sort of transaction in the name and on behalf of us or our insurer at all including in the event of an accident.
- 18 RETURNING THE VEHICLE**
- 18.1 You must return the Vehicle.** You must personally return the Vehicle to us at the location set out in the Quotation or Confirmation Email or allow us to collect the Vehicle from you in accordance with the process set out in the Confirmation Email, in each case no later than the return date and time set out in the Quotation or Confirmation Email or later date as agreed between you and us in accordance with section 20. We cannot accept the Vehicle from an Authorised Driver, and if you attempt to do this you will be charged (i) the relevant daily rental charge for the period of time until you return the Vehicle to us, and (ii) an Administration Charge.
- 18.2 Post-Inspection.** When you return the Vehicle or we collect it from you, unless otherwise stated in the Quotation or Confirmation Email, you will perform the inspection of the Vehicle in a way similar to the Pre-Inspection ("**Post-Inspection**"). Details of such Post-Inspection are set out on the App and/or in the Confirmation Email.
- 18.3** If you are unable to complete the Post-Inspection, you accept that the inspection performed by us or one of our authorised representatives following the return of the Vehicle at the end of the Rental Period shall be regarded as the Post-Inspection in respect of the Vehicle ("**Rental Agency Post-Inspection**").
- 18.4** When we perform the Rental Agency Post-Inspection, the details of the inspection will be available in your Account within forty-eight (48) hours after the return of the Vehicle.

- 18.5** You commit to returning the Vehicle in the condition as documented in the Pre-Inspection. If the Vehicle is not returned in the condition as set out in the Pre-Inspection (including with all its accessories, documents, instructions and user manuals), you understand that you will be charged (i) the cost of repairing any damage to the Vehicle, calculated in accordance with section 18.8, (ii) the cost of replacing any missing items in accordance with the Tariff Guide, and (iii) any additional Administration Charge as set out in Tariff Guide. You agree that the sums set out above will be debited from your Security Deposit via the payment card used to secure the Booking.
- 18.6** You must return the Vehicle with the same quantity of fuel and the same level of cleanliness as documented in the Pre-Inspection. If you fail to return the Vehicle in the same condition, we reserve the right to charge you in accordance with these terms.
- 18.7** The original keys of the Vehicle must be returned to us when you return the Vehicle. If the original keys were stolen or lost, you will have to immediately perform the Declaration of the theft or of the loss of the keys to us. If we are unable to hire the Vehicle out to another customer, you may be charged rental for the period of time it takes us to obtain new keys.

HOW WILL THE COST OF THE DAMAGE BE CALCULATED?

- 18.8** The potential damages recorded at the return of a Vehicle are subjected to an assessment ("**Damage Assessment**"). The Damage Assessment is either performed by (1) using an insurance costing system called Audatex, or (2) by receiving a quote for the repair of the damage from a repair/bodyshop. The decision as to how the Damage Assessment is performed is determined by us including what repair/bodyshop is used. Following the Damage Assessment, we will provide you with the cost of the repair and what that means to you, in writing ("**Damage Note**").
- 18.9** If you do not agree with the Damage Note, you or any Authorised Driver will be able to have a second Damage Assessment conducted at your own expense ("**Second Assessment**"). The Second Assessment must be performed (1) using Audatex or an equivalent standard/solution generally recognised by the insurance industry, (2) by a reputable garage or repairer, and (3) within three (3) working days (being Monday to Friday when we are open for business) of your request (made in accordance with section 20.11) that you would like a Second Assessment to take place.
- 18.10** you do not agree with the Damage Note, you or any Authorised Driver will be able to have a second Damage Assessment conducted at your own expense ("**Second Assessment**"). The Second Assessment must (1) be performed in the same or substantially similar way to the Damage Assessment including but not limited to using Audatex or an equivalent standard/solution which is recognised by the insurance industry, (2) be performed by a reputable garage, and (3) take place within three (3) working days (being Monday to Friday when we are open for business) of your request (made in accordance with section 20.12) that you would like a Second Assessment to take place.
- 18.11** Where the Second Assessment occurs at a location other than our premises then you shall be responsible for the costs associated with transporting the Vehicle to and from that location. In addition, we may charge you a holding fee for any time that the Vehicle cannot be rented out to another customer due to a Second Assessment. If a holding fee is to be charged, we will notify you of this shortly after you request a Second Assessment and explain how this holding fee is calculated. We will then issue an invoice to you for that holding fee and you must pay this within seven (7) days of receipt of our invoice.

- 18.12** You must inform us in writing of your intention to have a Second Assessment performed within the seven (7) calendar days of us sending the Damage Note to you. Following which we will contact you and agree on how and when the Second Assessment can take place.
- 18.13** If there is no Second Assessment, you agree that the Damage Assessment is definitive and expressly acknowledge that this assessment is binding.
- 18.14** You expressly agree to pay to us the sums in respect of the damage suffered to the Vehicle as set out in the Damage Note, or agreed otherwise following a Second Assessment, up to the amount of your Excess.

19 INSURANCE

- 19.1** If insurance is included as part of your Quotation, you understand, and you shall ensure that each Authorised Driver understands, that the insurance provided as part of the Basic Rental Charge ("**Basic Insurance**") and all Other Insurance Policies are only valid when the Vehicle is used in the United Kingdom, unless otherwise agreed in writing by us.
- 19.2** In addition to the Basic Insurance, you have the opportunity during the booking process to purchase Other Insurance Policies. If selected these Other Insurance Policies will be set out in the Quotation.
- 19.3** You will pay for the Other Insurance Policies selected at the point of booking using the payment card provided.
- 19.4** The terms and conditions of the Other Insurance Policies will be available to be viewed at the point of booking and such terms will be set out in the Quotation ("**Other Insurance Policies Terms and Conditions**").
- 19.5** You understand that you will need to comply with, and ensure that each Authorised Driver complies with, the Other Insurance Policies Terms and Conditions. You also understand that any dispute that arises in respect of the Other Insurance Policies whether during or after the Rental Period the Other Insurance Policies Terms and Conditions will apply.
- 19.6** You understand that if a claim, for whatever reason, is made under the Basic Insurance or the Other Insurance Policies, whether by you and/or an Authorised Driver, you will be required to pay the Excess before the insurance provider pays the remainder of the expenses up to the cover limit set out in the relevant insurance policy.
- 19.7** If you are corporate customer you understand that insurance may not be included as part of your Quotation (and in such cases you will not benefit from our insurance as part of the Rental Services). If you have not purchased insurance from us, you will ensure that the Vehicles are adequately insured for the Rental Period and any and all losses, claims, damage or expenses relating to the Vehicles shall be your sole responsibility.

20 WHAT IF I WANT TO EXTEND MY RENTAL PERIOD?

- 20.1** **How you extend the Rental Period.** If you wish to extend the Rental Period shown on your Booking you must contact us at least ten(10) working days before the end of the Rental Period or any previously agreed extension, following which we will confirm whether we agree to the extension or not.

20.2 If your request is accepted. If we agree to extend the Rental Period (“**Extended Rental Period**”) you must pay to us the rental charges and any additional costs associated with the Extended Rental Period upon acceptance by us (“**Extended Rental Period Charges**”).

20.3 Restriction on extensions. If you are a consumer and such an extension means that the Rental Period will exceed a period of eighty-four (84) days then you must:

20.3.1 return the Vehicle to us and pay any outstanding amounts due; and

20.3.2 negotiate the hire of a new vehicle and enter into a new Booking with us.

20.4 Our rights. If you do not contact us within the time limit set out in section 20.1, or do not pay the Extension Rental Period Charges, then we will charge you the daily charge for each day (or part day) that you keep the Vehicle beyond the end of the Rental Period plus a late return charge (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.

21 WHAT IF I WANT TO CANCEL OR MODIFY MY BOOKING?

21.1 Modification by you. You can modify your Booking free of charge provided you let us know in writing, to the email address set out in the Quotation, **at least seventy two (72) hours before the Rental Period or Extended Rental Period is due to start.** We will let you know if the modification to your Booking is acceptable to us. If it is acceptable, 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 proceed with the modification to your Booking. Please be aware that if you modify your Booking new rental charges and collection times may apply, and other aspect of the Rental Services may change.

21.2 Cancellation by you. You can cancel the Rental Services free of charge provided that you have given us written notice, **at least seventy two (72) hours’ before the Rental Period is due to start.** If you are a consumer, the prepaid charges will be refunded to you within fourteen (14) days of your cancellation on the payment card you used on the Platform to secure the Booking and the Security Deposit will be released. If you are a business customer, we will make any refunds due to you as soon as possible. If you are to cancel the Rental Services, you will need to complete the form set out in Schedule 1 and provide us with a copy of that form by sending it to the email address set out in the Quotation.

21.3 Late Cancellation by you or early termination of the Rental Period. If you cancel the Rental Services giving us less than seventy two (72) hours’ written notice then any Rental Charges already paid by you prior to cancellation will not be refunded to you. If you are a consumer, the Security Deposit will be released within fourteen (14) days of the cancellation. If you are a business customer, we will release the security deposit as soon as possible. If you are to cancel the Rental Services, you will need to complete the form set out in Schedule 1 and provide us with a copy of that form by sending it to the email address set out in the Quotation.

21.4 Early Termination. Any early termination during the Rental Period by a corporate customer will only be permitted on one month’s written notice and subject to the payment of an early termination fee of £500.

22 OUR RIGHTS TO MAKE CHANGES

22.1 Minor changes to the Rental Services and these terms. We may change the Rental Services and these terms:

22.1.1 to reflect changes in relevant laws and regulatory requirements; and

22.1.2 to implement minor technical adjustments and improvements, for example to address a safety issue.

22.2 More significant changes to the Rental Services and these terms. In addition, we may make certain significant changes to these terms or the Rental Services. If we do this, we will notify you in advance and you then have the option to contact us to end the contract (and your Booking) before the changes take effect. If you are to end the contract with us, you will need to complete the form set out in Schedule 1 and provide us with a copy of that form by sending it to the email address set out in the Quotation. If the cancellation is made before the start of the Rental Period, you will receive a refund for the charges you have paid for the Rental Services and if it is during the Rental Period, subject to you returning the Vehicle in accordance with these terms, we will refund a prorated amount of the Basic Rental Charge to you.

22.3 We are not responsible for delays outside our control. If our supply of the Rental Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Rental Services you have paid for but not received.

23 OUR RIGHTS TO END THE CONTRACT

23.1 We may end the contract if you break it. We may end the contract for Rental Services immediately if:

23.1.1 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Rental Services, for example, the Documents set out in section 9.1 and 9.2;

23.1.2 you have failed to pay any sums owed to us within the agreed timeframes;

23.1.3 you and/or an Authorised Driver (whichever is relevant) no longer meet the minimum rental requirements as set out in section 7;

23.1.4 you become bankrupt during the Rental Period; or

23.1.5 we consider, acting reasonably, that you and/or the Authorised Driver (whichever is relevant) are not complying with these terms.

23.2 What happens if we end the contract? If we end the contract in accordance with section 23.1 you must return the Vehicle immediately to us. The terms which by implication are intended to come into or continue in force on or after the termination of the contract shall remain in full force and effect after this contract terminates.

23.3 You must compensate us if you break the contract. If we end the contract in the situations set out in section 23.1 we will refund any charges you have paid in advance for Rental Services we have not been provided but we may deduct or charge reasonable compensation for the net costs we will incur as a result of your breaking the contract

24 IF THERE IS A PROBLEM WITH THE RENTAL SERVICES

- 24.1 How to tell us about problems.** If you have any questions or complaints about the Rental Services, please contact our customer service team, on +44 20 3868 7579

YOUR RIGHTS IN RESPECT OF DEFECTIVE RENTAL SERVICES IF YOU ARE A CONSUMER

- 24.2** Summary of your legal rights. If you are a consumer, we are under a legal duty to supply the Vehicle and the Rental Services that are set out in these terms. You are also entitled to certain key legal rights in respect of the Rental Services. For detailed information of these rights please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. Nothing in these terms will affect your legal rights.

YOUR RIGHTS IN RESPECT OF RENTAL SERVICES OR A VEHICLE IF YOU ARE A BUSINESS

- 24.3** If you are a business customer, we warrant that on collection, and for the Rental Period (the “**Warranty Period**”), the Vehicle shall conform in all material respects with the manufacturer’s specification.

- 24.4** Subject to section 24.5, if:

24.4.1 you give us notice in writing during the Warranty Period within a reasonable time of discovery that the Vehicle does not comply with the warranty set out in section 24.3;

24.4.2 we are given a reasonable opportunity of examining the Vehicle; and

24.4.3 you return such Vehicle to us at your cost,

we shall, at our option, repair or replace the Vehicle, or refund the price of the Rental Service in full.

- 24.5** We will not be liable for a Vehicle’s failure to comply with the warranty in section 24.3 if:

24.5.1 you make any further use of the Vehicle after giving a notice in accordance with section 24.4.1;

24.5.2 the defect arises because you failed to follow our oral or written instructions as to the storage, use or maintenance of the Vehicle or (if there are none) good trade practice;

24.5.3 you alter or repair the Vehicle without our written consent; or

24.5.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

- 24.6** Except as provided in this section 24, we shall have no liability to you in respect of a Vehicle’s failure to comply with the warranty set out in section 24.3

- 24.7** These terms shall apply to any repaired or replacement Vehicle supplied by us under section 24.4

25 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IN YOU ARE A CONSUMER

- 25.1** You accept that in certain circumstances it will not be possible to provide you with the Vehicle or to provide you with the Rental Services you have reserved. In such circumstances or if we are in breach of these terms you agree that our maximum liability for any losses in connection with or arising under these terms (including in contract or tort) will be limited to the value of the Rental Services paid or payable by you.

25.2 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the booking process.

25.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for:

25.3.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

25.3.2 fraud or fraudulent misrepresentation;

25.3.3 breach of your legal rights in relation to the Vehicle and the Rental Services including the right to receive the Vehicle and Rental Services which are:

- a) as described and match information we provided to you;
- b) of satisfactory quality;
- c) fit for any particular purpose made known to us;
- d) supplied with reasonable skill and care; and

25.3.4 any liability under the Consumer Protection Act 1987.

25.4 We are not liable for business losses. We only supply the Rental Services for domestic and private use. If you use the Vehicle for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

25.5 Nothing in these terms shall limit or exclude our liability for:

25.5.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

25.5.2 fraud or fraudulent misrepresentation;

25.5.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

25.5.4 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

25.6 All terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

25.7 Subject to section 25.5

25.7.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and

- 25.7.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100% (one hundred per cent) of the Rental Charges paid by you.

26 FINANCE HOUSE RIGHTS

- 26.1 You acknowledge that the finance houses (being financial institutions with whom we have contracted to hire, lease purchase or otherwise finance certain vehicles ("**Finance Houses**")) used by us in order to fund the acquisition or use of certain vehicles have certain rights under this agreement, even though they have not signed the agreement. These rights include:

26.1.1 the right to visit and enter your premises to confirm the whereabouts of vehicles funded by them ("**Financed Vehicles**"); and

26.1.2 in the event that we enter into receivership, administration or liquidation, and we have not fully paid the Finance House for Financed Vehicles funded by it, or a termination event or default occurs under an agreement between us and the relevant Finance House, the Finance House has the absolute and immediate right to enter your premises, identify the whereabouts of its Financed Vehicles and uplift them from your premises. As an alternative, the Finance House may, at its discretion, without prejudice to its rights under this clause, agree to enter into a direct relationship with you to continue leasing the Financed Vehicles to you until the end of the rental period.

- 26.2 Subject to the Finance House's agreement, if we go into liquidation, administration or receivership you shall be entitled to pay the rental charges to the Finance House directly so as to avoid termination of the rental agreement in respect of the Financed Vehicles, such payments must be made without set off, deduction or counterclaim.

27 HOW WE MAY USE YOUR PERSONAL INFORMATION

- 27.1 **How your personal information submitted on the Platform will be used.** Any personal information that you have submitted on the Platform will only be used in accordance with privacy policy set out on the Platform [PRIVACY POLICY](#).

- 27.2 **How your personal information provided direct to us will be used.** We will only use your personal information provided directly to us (i.e. not via the Platform) in accordance with our privacy policy, a copy of which can be found on our website.

28 OTHER IMPORTANT TERMS

- 28.1 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

- 28.2 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 28.3 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things, and it will not prevent us taking steps against you at a later date.

- 28.4 **Which laws apply to this contract and where you may bring legal proceedings.**

- 28.4.1 **If you are a consumer.** These terms are governed by English law, and you can bring legal proceedings in respect of the Rental Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Rental Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Rental Services in either the Northern Irish or the English courts.
- 28.4.2 **If you are a business.** Any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.
- 28.5 Disputes.** All disputes should be e-mailed to us using the email address set out in the Quotation (with this email address in copy : ***gb@free2move.com***) within five (5) days of the expiry of the Rental Period. We shall endeavour to respond to your query within forty-eight (48) hours.
- 28.6 Alternative dispute resolution if you are a consumer.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to submit a dispute for online resolution to the European Commission Online Dispute Resolution platform.

SCHEDULE 1: MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To [COMPANY'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS]

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s), Address of consumer(s), Signature of consumer(s) (only if this form is notified on paper), Date

[*] Delete as appropriate

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SCHEDULE 2: TARIFF GUIDE

Fees (recommended maximum price):

TERMS AND CONDITIONS FOR CAR ON DEMAND

If the vehicle is returned in an unacceptable state, cleaning fees shall apply:

- Level 1 cleaning (interior & exterior cleaning) = £50
- Level 2 cleaning (thorough interior & exterior cleaning) = £100

Administration fees for speeding, traffic and parking violations: £50

Young Driver Fee: £25 per day with an Additional Excess £400 (Non Waiverable with Excess Waiver)

In case the "no smoking" rule is not followed: £150

Fuel fees: £1.95 plus VAT per litre

Administration fees for fuelling = £65

Loss of the entry and exit badge for the parking lot = £200

The inventory of fixtures is missing or non-compliant / The inventory of fixtures was not performed / The inventory of fixtures was not sent within 24 hours: £200

The car was returned more than 60 minutes late: the price of the additional day according to the current rate

EXCESS WAIVER POLICIES	
The total repurchase of the excess for Passenger Vehicles	£15 per rental day or £55 per week for 50% of excess
	£16 per rental day or £65 per week for 100% of excess
The total repurchase of the excess for light-duty vehicles	£15 per rental day or £55 per week for 50% of excess
	£16 per rental day or £65 per week for 100% of excess
Premium Pack for Passenger Vehicles	£25 per rental day
Premium Pack for light-duty vehicles	£30 per rental day

ACCESSORIES / EQUIPMENT (recommended maximum price)	
GPS	£7 per day
In case of loss or of theft of the GPS	Full cost of new unit
In case of loss or of theft of the charger / of the stand of the GPS	£35
Booster seat	£4 per day (£30 maximum per rental agreement)
In case of loss or of theft of the booster seat	Full cost of new seat

TERMS AND CONDITIONS FOR CAR ON DEMAND

Car seat	£7 per day (£70 maximum per rental agreement)
In case of loss or of theft of the car seat	Full cost of new seat
Bike rack (including the roof racks)	£23 per day (£115 maximum per rental agreement)
In case of loss or of theft of the bike rack and of the roof racks	Full cost of new unit
Winter pack (scraper, defrosting spray)	£19.90
Moving kit (dolly, 2 straps, 3 blankets)	£45.00
Chains	£15 per day (£45 maximum per rental agreement)
In case of loss or of theft of the chains	£150
Ski rack (excluding roof racks)	£16 per day (£48 maximum per rental agreement)
In case of loss or of theft the ski rack	£160
Roof racks	£18 per day (£60 maximum per rental agreement)
In case of loss or of theft of the roof racks	£180
Roof box (including the roof racks)	£60 per day (£270 maximum per rental agreement)
In case of loss or of theft of the roof box	£500

TERMS AND CONDITIONS FOR CAR ON DEMAND

SCHEDULE 3: Amounts of excess, amounts of the required Security Deposits and minimum conditions of the driving licence required to rent a Vehicle

Base level (Fleet insurance excess)		Vehicle Type		Minimum Licence conditions (years held)	Security deposit		
Accident	Theft	Category	Make & Model		No Excess Waiver subscribed by the customer	Partial Excess Waiver subscribed by the customer	Full Excess Waiver or premium pack subscribed by the customer
£750	£750	MDMR	Vauxhall Adam Peugeot 108 Citroen C1	2 years	£800.00	£400.00	£0.00
£750	£750	ECMR	Vauxhall Adam Peugeot 208	2 years	£800.00	£400.00	£0.00
£750	£750	ECAR	Vauxhall Corsa. Peugeot 208 Auto	2 years	£800.00	£400.00	£0.00
£750	£750	EDMR	Vauxhall Corsa Peugeot 208 Citroen C3	2 years	£800.00	£400.00	£0.00
£750	£750	EDAR	Vauxhall Corsa Auto Citroen C3 Peugeot 208 Auto	2 years	£800.00	£400.00	£0.00
£750	£750	ETMR	Peugeot 108 Top!	2 years	£800.00	£400.00	£0.00
£750	£750	CDMR	Vauxhall Astra Peugeot 308	2 years	£800.00	£400.00	£0.00
£750	£750	CMMR	Peugeot 2008 Citroen C3 Aircross Vauxhall Crossland X	2 years	£800.00	£400.00	£0.00
£750	£750	CMAR	Peugeot 2008 Auto Citroen C3 Aircross Auto Vauxhall Crossland X Auto	2 years	£800.00	£400.00	£0.00
£750	£750	CMAE	Peugeot e-2008	2 years	£800.00	£400.00	£0.00
£750	£750	CDAR	Vauxhall Astra Auto Peugeot 308 Auto	2 years	£800.00	£400.00	£0.00
£750	£750	CDAE	Peugeot e-308	2 years	£800.00	£400.00	£0.00
£750	£750	CGMR	Vauxhall Mokka X Citroen C4 Cactus	2 years	£800.00	£400.00	£0.00
£750	£750	CGAR	Vauxhall Mokka X Auto Citroen C4 Cactus Auto	2 years	£800.00	£400.00	£0.00

TERMS AND CONDITIONS FOR CAR ON DEMAND

£750	£750	DDMR	DS4 DS3 Crossback	5 years	£800.00	£400.00	£0.00
£750	£750	DDAR	DS4 DS3 Crossback Auto	5 years	£800.00	£400.00	£0.00
£750	£750	DDAE	DS3 Crossback E- tense	5 years	£800.00	£400.00	£0.00
£750	£750	CWMR	Vauxhall Astra Sports Tourer Peugeot 308 SW	2 years	£800.00	£400.00	£0.00
£750	£750	CWAR	Vauxhall Astra Sports Tourer Auto Peugeot 308 SW Auto	2 years	£800.00	£400.00	£0.00
£750	£750	IFMR	Peugeot 3008 Vauxhall Grandland X Citroen C5 Aircross Citroen C4 Space Tourer Peugeot Rifter Vauxhall Combo Life Citroen Berlingo ⁹	2 years	£800.00	£400.00	£0.00
£750	£750	IFAR	Peugeot 3008 Auto Vauxhall Grandland X Auto Citroen C5 Aircross Auto	2 years	£800.00	£400.00	£0.00

TERMS AND CONDITIONS FOR CAR ON DEMAND

£750	£750	IFAH	Hybrid Peugeot 3008 Auto Vauxhall Grandland X Auto Citroen C5 Aircross Auto	2 years	£800.00	£400.00	£0.00
£750	£750	IVMR	Citroen C4 Gd Space Tourer Manual Peugeot 5008 Manual	2 years	£800.00	£400.00	£0.00
£750	£750	IVAR	Citroen C4 Gd Space Tourer Auto Peugeot 5008 Auto	2 years	£800.00	£400.00	£0.00
£750	£750	SDMR	Vauxhall Insignia Manual Peugeot 508 Manual	5 years	£800.00	£400.00	£0.00
£750	£750	SDAR	Vauxhall Insignia Auto Peugeot 508 Auto	5 years	£800.00	£400.00	£0.00
£750	£750	SDAH	Peugeot 508 Auto	5 years	£800.00	£400.00	£0.00
£750	£750	SWMR	Peugeot 508 SW Manual Vauxhall Insignia Grand Sport Manual	5 years	£800.00	£400.00	£0.00
£750	£750	SWAR	Peugeot 508 SW Auto Vauxhall Insignia Grand Sport Auto	5 years	£800.00	£400.00	£0.00
£750	£750	SWAH	Peugeot 508 SW Auto	5 years	£800.00	£400.00	£0.00
£1,500	£1,500	FVMR	Vauxhall Vivaro 9 Seats Manual Peugeot Traveller 9 Seats Manual Citroen Space Tourer 9 Seats Manual	5 years	£1,300.00	£650.00	£0.00
£1,500	£1,500	FVAR	Vauxhall Vivaro Tourer 9 Seats Auto Peugeot Traveller 9 Seats Auto Citroen Space Tourer 9 Seats Auto	5 years	£1,300.00	£650.00	£0.00
£1,000	£1,000	FFAR	DS7 Crossback Auto	5 years	£1,000.00	£500.00	£0.00
£1,000	£1,000	FFAH	DS7 Crossback E-Tense	5 years	£1,000.00	£500.00	£0.00
£1,000	£1,000	PDAR	DS9	5 years	£1,000.00	£500.00	£0.00
£750	£750	X	Peugeot Bipper 2m³ Citroen Nemo 2m³	2 years	£800.00	£400.00	£0.00
£750	£750	A	Vauxhall Combo 3m³ Peugeot Partner 3m³ Citroen Berlingo 3m³	2 years	£800.00	£400.00	£0.00
£750	£750	AE	Peugeot Partner Elec 3m³ Citroen Berlingo Electric 3m³	2 years	£800.00	£400.00	£0.00

TERMS AND CONDITIONS FOR CAR ON DEMAND

£750	£750	AF	Vauxhall Combo 3m³ Peugeot Partner 3m³ Citroen Berlingo 3m³ Fridge	2 years	£800.00	£400.00	£0.00
£750	£750	V	Vauxhall Vivaro 4-6m³ Peugeot Expert 4-6m³ Citroen Dispatch 4-6m³	2 years	£800.00	£400.00	£0.00
£750	£750	VF	Vauxhall Vivaro 4-6m³ Peugeot Expert 4-6m³ Citroen Dispatch 4-6m³ Fridge	2 years	£800.00	£400.00	£0.00
£1,000	£1,000	B	Vauxhall Movano 8-10m³ Peugeot Boxer 8-10m³ Citroen Relay 8-10m³	2 years	£1,000.00	£500.00	£0.00
£1,000	£1,000	BF	Vauxhall Movano 8-10m³ Peugeot Boxer 8-10m³ Citroen Relay 8-10m³ Fridge	2 years	£1,000.00	£500.00	£0.00
£1,000	£1,000	P	Vauxhall Movano 10-12m³ Peugeot Boxer 10-12m³ Citroen Relay 10-12m³	2 years	£1,000.00	£500.00	£0.00
£1,000	£1,000	PF	Vauxhall Movano 10-12m³ Peugeot Boxer 10-12m³ Citroen Relay 10-12m³ Fridge	2 years	£1,000.00	£500.00	£0.00
£1,000	£1,000	S	Vauxhall Movano 10-16m³ Peugeot Boxer 10-16 m³ Citroen Relay 10-16m³	2 years	£1,000.00	£500.00	£0.00
£1,000	£1,000	SF	Vauxhall Movano 13-16m³ Peugeot Boxer 13-16 m³ Citroen Relay 13-16m³ Fridge	2 years	£1,000.00	£500.00	£0.00
£1,000	£1,000	W	Vauxhall Movano 20-22m³	2 years	£1,000.00	£500.00	£0.00
£1,000	£1,000	WH	Vauxhall Movano 20-22m³ Luton	2 years	£1,000.00	£500.00	£0.00
£1,000	£1,000	WX	Spécial VU	2 years	£1,000.00	£500.00	£0.00