

TERMS AND CONDITIONS FOR RENTAL

CAR ON DEMAND (MONTHLY SUBSCRIPTION)

These terms and conditions apply to our Rent a Car and Rent a Van solutions

If you are renting a Vehicle for business use or in connection with a trade, business, craft or profession please refer to the terms and conditions starting on page 5 of this document.

FREQUENTLY ASKED QUESTIONS

Free2Move's mission is to make vehicle rental as easy as possible for its customers. If you have any queries about using our website, using our app or renting a vehicle, we have compiled a list of frequently asked questions and answers below which should help.

If you have any further questions that are not covered below, please contact our Customer Service team on: +442033 185 096 or gb@free2move.com.

Making a booking

1. What type of vehicles can be rented and for what purpose?

You can rent either a passenger car or a van, for business or personal use.

2. What requirements must I meet in order to rent a vehicle?

You must meet the following minimum requirements in order to rent one of our vehicles:

- You must hold a valid payment card in your name.
- You must be able to pay for all rental charges (including for any additional services chosen by you) with the payment card provided.
- You must be able to pay for the security deposit using the payment card.

3. What requirements must drivers meet in order to drive a rented vehicle?

All authorised drivers must meet the following requirements in order to drive a Free2Move rented

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vehicle:

- You must have held a valid UK driving licence for at least 1 year prior to the start of your rental period and continue to hold a valid driving licence for the duration of your rental period.
- You must be at least 21 years old at the start of your rental period.
- You must not have been convicted of drink-driving, being under the influence of drugs whilst driving or driving without insurance during the 4-year period immediately prior to the start of your rental period.
- You must not have had a vehicle related accident irrespective of fault during the 3-year period immediately prior to the start of your rental period.
- You must not have had your driving licence suspended for 6 months or longer during the 5-year period immediately prior to the start of your rental period.
- You must not be renting any other vehicle from us during your rental period.

If you are under 26 years old, you must additionally meet the following requirements:

- You must have held a valid UK driving licence for at least 4 years prior to the start of your rental period and continue to hold a valid driving licence for the duration of your rental period.
- You must not have had a vehicle related accident irrespective of fault since passing your driving test.
- You must not have any points and/or convictions on your driving licence and/or must not have been suspended from driving at any time.

4. How do I subscribe to Car On Demand?

Car On Demand subscription bookings are made online – via Free2Move.com, our app or our authorised representatives. The booking platform will guide you through the steps you need to take to book a vehicle subscription and allows you to check/amend your booking at any time up to the start of your subscription period.

5. What identification documents do I need to provide?

Before your vehicle is delivered, you will need to upload evidence of the following documents to your account (either via Free2Move.com or via the app):

- photographs of both sides of your photocard driving licence;
- photographs of any other ID required and notified to you by us during the booking process; and
- payment card details.

6. Can I rent a vehicle if I have an international driving licence?

If you have been resident in the UK for less than 12 months, you can rent a vehicle using an international driving licence. If you hold an international driving licence issued outside of the European Economic Area, you will also need to provide evidence of the following documents no later than 48 hours before taking delivery of the vehicle:

- photographs of your current valid international driving licence; and
- photographs of your passport from the country in which the driving licence was issued.

Payment

1. What payment methods does Free2Move accept?

Payment can only be taken online using a payment card, via our payment services provider. We do not accept Visa Electron or MasterCard Maestro cards, virtual electronic cards or prepaid cards. The payment card must be in your name and must remain valid for the duration of your subscription plus 90 days.

2. When will payment be taken for my booking?

Up to 72 hours prior to the start of the first month of your subscription period, payment for the first month will be deducted from the payment card you provided at the time of booking, as well as a security deposit. Your monthly subscription charge includes:

- Your rental charge
- Fully comprehensive insurance
- Breakdown cover and maintenance costs

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We will also take payment each month for any accessories, equipment or other insurance policies you have selected.

Delivery of the vehicle

- 1. How is inspection of the vehicle carried out when my vehicle is delivered?** Immediately prior to you taking possession of the vehicle you must inspect the vehicle for (1) damage, and (2) fixtures and fittings which are supplied with the vehicle as per your booking (a list of which can be found in your account on Free2Move.com).

We will ask you to carry out the pre-inspection in accordance with the instructions on our app. If you are unable to complete the pre-inspection on the app yourself (for example because you do not own a smart phone), one of our representatives will be able to carry out the pre-inspection on your behalf.

As part of the pre-inspection, you must take and upload photos of the inside and outside of the vehicle in accordance with the instructions on the app. You must take photos of any damage you find to the vehicle before you drive away.

Additional authorised drivers

- 1. Can I add additional authorised drivers?**

You may add one or more authorised driver(s) to your booking free of charge.

- 2. How do I add authorised drivers?**

Before the beginning of each month of your subscription you can ask us to add an additional authorised driver(s) to your booking. You can do this by calling or emailing us using the contact details in your booking confirmation email. You will need to provide us with certain documentation in relation to each authorised driver. Following review of this documentation we will confirm to you in writing whether the additional authorised driver(s) is approved or not.

Breakdown assistance

- 1. Is breakdown cover included in my monthly rental charge?**

You and each driver will benefit from breakdown assistance which covers the following events:

- a mechanical, electric, electronic or battery breakdown;
- an accident;
- a flat tyre;
- someone trying to steal, vandalise or set fire to the vehicle; and
- a natural disaster making it impossible for the vehicle to move.

If any of these events occur, please ensure that you (or the driver, if that is not you) call the breakdown assistance number that we gave you when the vehicle was delivered. The call should be made as soon as possible and in any event within 24 hours of the event occurring.

Breakdowns caused by a driver-induced fault (for example: running out of fuel/charge, losing your keys or locking your keys in your vehicle) may not be included in your breakdown cover, depending on the vehicle you have rented.

Returning the vehicle

- 1. How is inspection of the vehicle carried out when my vehicle is collected?** When your vehicle is collected, you will be asked to perform an inspection using our app – like the inspection carried out when your vehicle was delivered. If you are unable to complete the inspection on the app yourself (for example because you do not own a smartphone), one of our representatives will be able to carry out the inspection on your behalf.

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Renewing and cancelling the subscription

1. How do I renew my subscription?

Your subscription automatically renews at the end of your subscription period (i.e. monthly, six monthly or annually) unless cancelled by you.

2. How do I cancel my subscription?

You can cancel your subscription by giving us at least 30 days' written notice before your subscription period is due to end. In order to cancel, you will need to complete a cancellation form provided to you.

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BUSINESS RENTALS TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS BEFORE YOU MAKE A BOOKING. THESE TERMS AND CONDITIONS ARE IMPORTANT.

THEY TELL YOU WHO WE ARE, HOW WE WILL PROVIDE THE RENTAL SERVICES TO YOU, HOW YOU AND WE MAY CHANGE OR END THE SUBSCRIPTION PERIOD, WHAT TO DO IF THERE IS A PROBLEM AND OTHER IMPORTANT INFORMATION.

1 DEFINITIONS

1.1 For the purposes of these terms, the definitions at Schedule 1 will apply.

2 INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are Free2Move (as defined below).

2.2 **How to contact us.** You can contact us by telephoning our customer service team on +442033 185 096 or emailing them at gb@free2move.com. We may record calls for quality and training purposes.

2.3 **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.

3 THESE TERMS

3.1 **What these Terms cover.** How we provide the Rental Services to you.

3.2 **Who do these Terms apply to?** These terms apply to you. Additionally you are responsible for ensuring that each Authorised Driver complies with these Terms. You will be responsible for any failure by an Authorised Driver to comply with these Terms.

3.3 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 **Making a booking.** Bookings are made online – via Free2Move.com, the App or our Authorised Representatives.

4.2 **Accepting your Booking.** After you submit a Booking you will receive an e-mail from us to confirm that we have accepted your Booking (“**Confirmation Email**”). When we confirm that your Booking has been accepted, a contract will come into existence between you and us under which we will provide the Rental Services to you. That contract is based on these Terms.

4.3 **In the event of terminating the contract** 14 days (withdrawal period) after the date of signature of the contract, the termination indemnity will be equal to £300.

4.4 **If we cannot accept your Booking.** If we are unable to accept your Booking we shall inform you of this in writing, within 1 Working Day of receiving your Booking and will not charge you for the hire of

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the Vehicle. We may be unable to accept your Booking for a variety of reasons including:

- 4.4.1 unexpected limits on the availability of the Vehicle which we could not reasonably plan for;
- 4.4.2 you and/or an Authorised Driver do not meet our minimum requirements (see section 7 below);
- 4.4.3 we have identified an error in the price or description of the Rental Services;
- 4.4.4 we are unable to provide the Vehicle on the date you have specified; or
- 4.4.5 we are unable to verify your credit history or your credit history is not acceptable to us or is unknown or indeterminable.

4.5 If we cannot fulfil your Booking following the Confirmation Email. If we are unable to fulfil your Booking after we have issued the Confirmation Email we shall be entitled to cancel your Booking without any liability to you. We shall inform you of this in writing as soon as possible and will not charge you for the hire of the Vehicle. We may be unable to fulfil your Booking for a variety of reasons including:

- 4.5.1 unexpected limits on the availability of the Vehicle which we could not reasonably plan for;
- 4.5.2 there is an issue with the payment card you used to pay for the Rental Services and the Security Deposit;
- 4.5.3 we are unable to provide the Vehicle on the date you have specified;
- 4.5.4 if any Authorised Driver has a driving license issued by a country outside of the European Economic Area and we have not been able to satisfactorily validate the driving license prior to delivery of the Vehicle;
- 4.5.5 if the Documents you upload to Free2Move.com or the App are not legible or complete or if any Documents cease to be valid before or during the Subscription Period; or
- 4.5.6 if you fail to satisfy any applicable insurance requirements.

4.6 Your booking number. We will assign a booking number to your Booking and this will be set out in the Confirmation Email. It will help us if you can tell us your booking number whenever you contact us about your Booking.

4.7 The Vehicle. We can substitute the Vehicle described in the Confirmation Email with any other similar or equivalent vehicle before the start of the Subscription Period without any liability to you.

4.8 We only provide Rental Services in the UK. Free2Move.com is solely for the provision 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 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 the UK.

5 SERVICES INCLUDED IN THE BASIC MONTHLY RENTAL CHARGE WHEN YOU RENT A VEHICLE

5.1 The Basic Monthly Rental Charge includes:

- 5.1.1 the rental of the Vehicle for one month;

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5.1.2 breakdown assistance;

5.1.3 the initial cleaning of the Vehicle;

5.1.4 fully comprehensive insurance (an Excess will be payable by you in the event of a claim). Please 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 via Free2Move.com;

5.1.5 a mileage allowance of up to 150 miles per day during the Subscription Period (any mileage above this allowance during the Subscription Period shall be charged in accordance with section 11.7); and

5.1.6 one or more Authorised Drivers for the duration of the Subscription Period.

6 SERVICES NOT INCLUDED IN THE BASIC MONTHLY RENTAL CHARGE

6.1 We 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 Monthly Rental Charge:

6.1.1 the addition of a Young Driver as an Authorised Driver;

6.1.2 Accessories and Equipment;

6.1.3 Other Insurance Policies; and

6.1.4 excess mileage incurred during the Subscription Period in excess of 150 miles per day.

7 MINIMUM RENTAL QUALIFICATIONS

7.1 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. You are responsible for an Authorised Driver's actions, including being responsible for any losses incurred by us caused or associated with a breach of these Terms or any non-compliance with law by you and/or an Authorised Driver.

7.2 Driver Minimum Requirements. You must meet the following minimum requirements. You must:

7.2.1 hold a valid payment card in your name;

7.2.2 be able to pay for the Basic Monthly Rental Charge and charges for any additional services with the payment card referred to above; and

7.2.3 be able to pay the Security Deposit associated with the Vehicle, using the payment card referred to above.

7.3 Subject to section 7.4, you and each Authorised Driver must:

7.3.1 have held a valid UK driving licence for at least 1 year prior to the start of the Subscription Period, and continue to hold a valid driving licence for the duration of the Subscription Period;

7.3.2 be at least 21 years old at the start of the Subscription Period;

7.3.3 not have been convicted of drink-driving, being under the influence of drugs whilst driving or driving without insurance during the 4 year period immediately prior to the

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start of the Subscription Period;

7.3.4 not have had a vehicle related accident irrespective of fault during the 3 year period immediately prior to the start of the Subscription Period;

7.3.5 not have had your driving licence suspended for 6 months or longer during the 5 year period immediately prior to the start of the Subscription Period; and

7.3.6 not be renting any other Vehicle from us during the Subscription Period.

7.4 If you are, or any Authorised Driver is, a Young Driver, in addition to the above, the Young Driver must:

7.4.1 have held a valid UK driving licence for at least 4 years prior to the start of the Subscription Period and continue to hold a valid driving licence for the duration of the Subscription Period;

7.4.2 not have had a vehicle related accident irrespective of fault since passing their driving test; and

7.4.3 not have any points and/or convictions on their driving licence and/or been suspended from driving at any time.

7.5 Driving Licence check code. If you hold a driving licence issued in the UK you must create, and you shall ensure that each Authorised Driver creates, 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>. You will be prompted to upload the check code to Free2Move.com or the App during the booking process.

7.6 International driving licence holders. For drivers who have been resident in the UK for less than 12 months, we accept a valid international driving licence and a copy of your passport from the country in which the driving licence was issued in lieu of a UK driving licence.

8 YOUNG DRIVER SURCHARGE

8.1 In addition to meeting the requirements set out in section 7.2-7.4, if you, and/or any Authorised Driver is a Young Driver, you will have to pay a Young Driver's Surcharge each month for the duration of the Subscription Period as set out in the Tariff Guide.

9 DOCUMENTS

9.1 Documents to be legible and complete. The identification documents requested by us ("Documents") and uploaded by you to Free2Move.com shall be legible and complete. If we cannot read the Documents or we think they are not complete, we may need 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.

9.2 Tell us if there is a change in the validity of the Documents. You confirm that the Documents you upload to Free2Move.com are authentic and up to date.. You will immediately inform us of any change in the validity of any of the Documents before or during the Subscription Period. Any change in the validity of any of the Documents will entitle us to cancel the Booking and collect the Vehicle immediately.

9.3 Affordability checks. You authorise us to use the Documents to carry out certain soft credit searches to verify your identity and relevant credit history. You acknowledge that if your credit history is not acceptable to us or if your credit history is unknown or indeterminable, we reserve the right to cancel your Booking and not to provide you with any Rental Services.

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10 CHARGES TO USE THE VEHICLE – MONTHLY RENTAL CHARGE

10.1 Information provided at the time of Booking. The information you provide to us at the time of Booking (such as 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 Booking or at the time you make a change to a Booking.

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

10.2.1 the Basic Monthly Rental Charge;

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

and 10.2.3 VAT.

10.3 Payment of the Monthly Rental Charge. You authorise us to deduct the Monthly Rental Charge calculated in accordance with section 10.2 from the payment card you provided at the time of your Booking.

10.4 When you pay the Monthly Rental Charge. Up to 72 hours prior to the start of the Subscription Period, the following payments will be deducted from your payment card for the first month:

10.4.1 the Monthly Rental Charge; and

10.4.2 the Security Deposit (a one-off deposit payable in the first month of your Subscription Period).

During the Subscription Period, the Monthly Rental Charge will be deducted from your payment card each month in advance on the same calendar date as your first payment.

11 ADDITIONAL CHARGES YOU WILL BE RESPONSIBLE FOR

11.1 Late collection of the Vehicle. If you do not make the Vehicle available for collection at the end of your Subscription Period, 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) when the Vehicle has not been returned to us in accordance with these Terms beyond the end of the Subscription Period.

11.2 Anticipated termination reparations for fixed -term rental offers: Any anticipated termination of the contract attributable to the customer (either on their behalf for reasons other than death, force majeure or a possible contractual breach of Free2move, or on the initiative of Free2Move because of a contractual breach of the Customer) will allow for invoicing by Free2Move of a customer termination indemnity as reparations for the corresponding processing costs justified by corresponding processing costs. The methods of calculating this reparation vary according to the typology of the terminated contract and are described below.

In the event of terminating a contract within the initial rental period of 1 to 12 months, The termination indemnity will be calculated by application of a percentage of the monthly payment, out of insurance taxes and costs, remaining to run between the date of restitution of the vehicle and the term contractual stipulated with special conditions. The applied rate is decreasing:

-100 % in the event of termination occurring during the 1st month of the rental period stipulated

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in special conditions.

- 95 % in the event of termination occurring during the 2nd month of the rental period stipulated in special conditions.
- 90 % in the event of termination occurring during the 3rd month of the rental period stipulated in special conditions.
- 85 % in the event of termination occurring during the 4th month of the rental period stipulated in special conditions.
- 80 % in the event of termination occurring during the 5th month of the rental period stipulated in special conditions.
- 70 % in the event of termination occurring during the 6th month of the rental period stipulated in special conditions.
- 60 % in the event of termination occurring during the 7th month of the rental period stipulated in special conditions.
- 50 % in the event of termination occurring during the 8th month of the rental period stipulated in special conditions.
- 40 % in the event of termination occurring during the 9th month of the rental period stipulated in special conditions.
- 30 % in the event of termination occurring during the 10th month of the rental period stipulated in special conditions.
- 10 % in the event of termination occurring during the 11th month of the rental period stipulated in special conditions.

For example, if the Customer subscribes for a fixed -term contract of 12 months, whose monthly taxes and insurance costs would be £457 per month and that he returns the vehicle at the end of the 2nd month of rental, the termination indemnity which will be billed to him will be calculated as follows: £457 x 95% or £ 434.15 termination fee

In the event of the termination of a contract with a rental period greater than 13 months, the termination indemnity will be calculated by application of a percentage of the monthly payment, excluding Taxes and insurance costs, remaining to run between the date of restitution of the vehicle and the contractual term stipulated with special conditions. The applied rate is decreasing:

contractual stipulated with special conditions. The applied rate is decreasing:

- 200 % in the event of termination occurring during the 1st month of the stipulated rental period under special conditions.
- 195 % in the event of termination occurring during the 2er month of the stipulated rental period under special conditions.
- 190 % in the event of termination occurring during the 3rd month of the stipulated rental period under special conditions.
- 185 % in the event of termination occurring during the 4th month of the stipulated rental period under special conditions.
- 180 % in the event of termination occurring during the 5th month of the stipulated rental period under special conditions.
- 170 % in the event of termination occurring during the 6th month of the stipulated rental period under special conditions.
- 160 % in the event of termination occurring during the 7th month of the stipulated rental period under special conditions.
- 150 % in the event of termination occurring during the 8th month of the stipulated rental period under special conditions.
- 140 % in the event of termination occurring during the 9th month of the stipulated rental period under special conditions.
- 130 % in the event of termination occurring during the 10th month of the rental period stipulated with special conditions.
- 110 % in the event of termination occurring during the 11th month of the rental period stipulated with special conditions.
- 60 % in the event of termination occurring between the 12th and the 23rd month of the duration of rental stipulated with special conditions.

For example, if the Customer subscribes a fixed -term contract of 24 months, whose monthly

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taxes and insurance costs would be £ 457 per month and that he returns the vehicle at the end of the 10th month of rental, the 'termination allowance which will be billed to him will be calculated as follows: £457 x 130% or £594.1 termination fees

- 11.3 Refuelling and recharging charges.** If when we collect the Vehicle the Vehicle has less than the level of the fuel, AdBlue or battery charge in the case of electric and hybrid vehicles noted in the Pre-Inspection, you will be charged (i) the cost of refuelling, recharging or topping up AdBlue in the Vehicle to the level set out in the Pre-Inspection and (ii) an Administration Charge.
- 11.4 Failure to refuel or recharge.** An additional charge may be made if a vehicle cannot be re-rented to the next customer because it has not been refuelled or the battery charged (for electric and hybrid vehicles) to the required level and the time necessary to carry out re-fueling or recharging means the vehicle is not available for Pre-Inspection by the next customer.
- 11.5 Cleaning Charge.** If the Vehicle is in an unfit or unclean state when we collect it, or you have smoked or vaped in the Vehicle or allowed pets into the Vehicle, you will be charged (i) the cost of cleaning the Vehicle and (ii) an Administration Charge.
- 11.6 Key, documents, Accessories and Equipment Replacement Charge.** If you lose the keys or they are stolen, or you lose any Vehicle documents or any parts (including any selected Accessories and Equipment) which were present on or in the Vehicle at the time of Reinspection, you will be charged (i) the cost of replacing the missing item and (ii) an Administration Charge. If we are unable to hire the Vehicle out to another customer due to the fact that you have lost the keys or they have been stolen, you may be charged Rental Charges on a daily basis (for each day and part of a day) for the period of time it takes us to obtain new keys.
- 11.7 Fines and Penalties.** 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 penalties incurred during the Subscription Period.
- 11.8 Excess Mileage Charge.** If the Vehicle is subject to a mileage 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.
- 11.9 Payment of additional charges.** By agreeing to these Terms, you pre-authorise us to deduct all additional charges from your payment card.
- 11.10 Others:** Free2move can invoice the customer, for reasons such as: - Costs mentioned in special conditions.
- Costs, penalties, and franchises in the event of an incident likely to occur during the contract and/or arising from the use of the vehicle by the customer or a third party, in particular: - administrative fees for processing fines (£35 including tax per fine) which will be due in addition to the fine itself.
 - Repair of any damage or missing element on the vehicle. In the event that the vehicle is covered by customer insurance, all of the damage will be billed to the latter, for the one for it to request its insurer for regulations. In the event that the vehicle is covered by the insurance subscribed by Free2move, the part re-informed to the customer will be limited to the applicable deductible for each damage noted and to the share of damage not supported by the insurer (eg fault of 'Compensation (full compensation by the Customer) or partial compensation of the insurer (balance refurbished to the Customer).

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12 PAYMENT CONDITIONS

12.1 Payments you are 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. When you made the Booking, you gave us your payment card details. You must notify us immediately if those details change. If we cannot authorize or take payment for the Rental Services or the Security Deposit from your payment card before the start of the Subscription Period, you will not be able to take possession of the Vehicle and we will have the right to cancel the Booking. If we cannot authorize or take payment for the Rental Services at any time when payment is due during the Subscription Period, we reserve the right to cancel the Rental Services and collect the Vehicle immediately.

12.3 No liability for bank charges or interest. We will not be responsible for any overdraft charges, interest 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.

13 THE SECURITY DEPOSIT

13.1 What does the Security Deposit cover? The Security Deposit covers any losses caused by you or by an Authorised Driver to the Vehicle, to a third party or to us including any recovery costs, repair costs incurred in respect of the Vehicle or the Accessories or Equipment, any additional charges (as set out in section 11), and/or any Administration Charges.

13.2 When will the Security Deposit be taken? The Security Deposit will be taken up to 72 hours before the start of the Subscription Period together with your first month's payment, 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 Security Deposit is held by us for the duration of the Subscription Period and for 14 days after the end of the Subscription Period, subject to any deductions made in accordance with section 13.4.

13.3 How much Security Deposit will be taken? The amount of the Security Deposit varies according to the category of Vehicle. It is determined in accordance with the chart set out in Schedule 4 and is set out on the payment page at the time of Booking. You must have the value of the Security Deposit available in your bank account.

13.4 Deductions from the Security Deposit. By agreeing to these Terms, you pre-authorise us to deduct all costs, charges and losses referred to in section 13.1 from the Security Deposit if they arise.

13.5 Our right of set-off. 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).

THE VEHICLE

14 TAKING POSSESSION OF THE VEHICLE

14.1 Pre-Inspection. You agree that the photos you take and upload via the App or the photos taken by one of our Authorized Representatives at the time the Vehicle is delivered (if you don't complete the Pre-Inspection yourself using the App) are proof of the condition of the Vehicle prior to the start of the Subscription Period. You shall make the Vehicle available for collection by us at the end of the Subscription Period in the same condition. If you do not, you will be charged for any damage present on or to the Vehicle on collection of the Vehicle by us at the end of the Subscription Period in accordance with these Terms. If the photos you take and upload via the App are blurred, absent or too distant you will be responsible for any damage found on the Vehicle when collected by us 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.

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14.2 If you don't perform a Pre-Inspection. If you do not (or one of our Authorized Representatives on your behalf does not) complete the Pre-Inspection on time or at all, you shall accept any damage recorded on the most recent Post-Inspection performed prior to the start of your Subscription Period (i.e. performed at the end of someone else's subscription period) and you will be charged for any damage present on or to the Vehicle on collection of the Vehicle by us at the end of the Subscription Period that is in excess of, or in addition to, that shown on that previous post-Inspection.

14.3 Vehicles equipped with a tracker. To maintain and protect the Vehicle we 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 consent to the use of such electronic devices and to data from the tracker including information relating to the location of the Vehicle being transmitted to us.

15 USE OF THE VEHICLE

15.1 Use of the Vehicle You are responsible for the Vehicle whilst it is in your possession or under your control. You shall ensure that each Authorized Driver must drive the Vehicle in accordance with the manufacturer's recommendations and any further instructions as set out on Free2Move.com and made available to you by us from time to time.

15.2 You shall not, and you shall ensure that each Authorized Driver does not:

15.2.1 use the Vehicle on non-carriageways.

15.2.2 use the Vehicle to transport people or merchandise for a fee.

15.2.3 use the Vehicle to learn how to drive.

15.2.4 use the Vehicle for trials, competitions or any form of motor sport.

15.2.5 use the Vehicle under the influence of alcohol or of any prohibited substance.

15.2.6 use the Vehicle to carry a load or a number of passengers in excess of those stipulated by the Vehicle manufacturer.

15.2.7 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.

15.2.8 use the Vehicle to push or tow another vehicle or unit (including a caravan, horsebox or trailer).

15.2.9 use the Vehicle outside the UK unless expressly agreed by us or one of our Authorized Representatives.

15.2.10 share possession of the Vehicle with any person who is not an Authorized Driver or sub-let or permit any person who is not an Authorized Driver to use or drive the Vehicle;

15.2.11 drive the Vehicle in zones that are forbidden to the public (airport zones, military zones etc.).

15.2.12 use the Vehicle intentionally to commit an illegal act.

15.2.13 use the Vehicle in contradiction to the provisions of the highway code or drive incautiously.

15.2.14 use the Vehicle to carry animals; or

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15.2.15 smoke (including using e-cigarettes) or vape in the Vehicle.

15.3 **Safe keeping of the Vehicle.** You shall, and you shall ensure that each Authorized 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.

16 BREAKDOWN ASSISTANCE

16.1 In the event of breakdown, our 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:

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

16.1.2 **If the event occurs more than 50 km from us:** the Vehicle will be towed to the closest authorized repairer approved by us.

16.2 The breakdown assistance provider will also organize for you or the Authorized Driver (as appropriate) and any passengers to be transferred to an alternative location. The alternative location is determined in accordance with the following:

16.2.1 **If the event occurs within a radius of 50 km from us:** a taxi to us so we can provide you or the Authorized Driver (as appropriate) with another rental vehicle of an equivalent category (subject to availability);

16.2.2 **If the event occurs more than 50 km from us:**

a) you will be provided with a replacement vehicle of an equivalent category (subject to availability and to the broken down Vehicle having been recovered to one of our Authorized Representative's locations);

b) If no suitable replacement vehicle is available, you or the Authorized Driver (as appropriate) and any passengers will be transported to us or one of our Authorized Representative's locations: 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 Authorized Driver (as appropriate) and any passengers 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.

16.3 If we consider that the breakdown is caused by your negligence, fault or deliberate misuse of the Vehicle or if loss of or damage to the Vehicle arises as a result of your negligence, fault or deliberate misuse of the Vehicle or a breach of these Terms by you or any Authorized Driver then you may be liable to pay all costs incurred by us for the recovery of the Vehicle, the transfer costs (referred to in section 16.1 and 16.2) and/or repair (if any) of the Vehicle. In such circumstances your liability will **not** be capped at the amount of your Excess.

17 ACCIDENTS DURING THE SUBSCRIPTION PERIOD

17.1 In case of any incident of any nature whatsoever ("**Incident**"), including an accident, theft, attempted theft, fire, collision or discovery of unexplained damage you shall take all appropriate measures to safeguard the interests of us and, if necessary, of the insurance company, meaning you or the Authorized Driver (as appropriate) shall:

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- 17.1.1 notify us in writing as soon as possible and in any event not later than 24 hours after the occurrence of the Incident.
- 17.1.2 if appropriate, notify the police; and
- 17.2 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 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 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 Incident, you will be required to reimburse us for the full amount of those losses.
- 17.3 You or the Authorized Driver (as appropriate) shall complete the Declaration as completely as possible, but the following information must be provided:
- 17.3.1 the circumstances, date, place and time of the Incident;
- 17.3.2 the name and the address of any potential witnesses; and
- 17.3.3 if relevant, the registration number of any third-party vehicle involved, the name and the address of its owner, the name and the address of its driver, the name of the insurance company and the number of the insurance policy relating to each third-party vehicle.
- 17.4 If a crime reference or a police report is provided to you or any Authorised Driver before you submit the Declaration, you shall include details of the crime number in the Declaration and attach a copy of such report to the Declaration and submit the completed Declaration 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 all relevant paperwork. A copy of the filing report of the complaint must be provided to us as early as possible and in any event within 2 days of you receiving it from the police.
- 17.5 Neither you nor any Authorized Driver is entitled to conclude an agreement or any sort of transaction in the name and on behalf of us or our insurer in the event of an Incident.

18 COLLECTION OF THE VEHICLE

- 18.1 **Collection of the Vehicle.** Prior to the end of your Subscription Period, we will contact you to confirm the time and location for us to collect the Vehicle from you at the end of your Subscription Period. In any event you must make the Vehicle available for collection immediately at the end of your Subscription Period and we will collect the Vehicle within 24 hours of the end of your Subscription Period.
- 18.2 **Failure to respond to Free2move on collection arrangements.** In the other cases, Free2Move will charge the account monthly until the vehicle has been returned. 25% will be added to the monthly bill for each month of non-payment. The subscriber will be responsible for costs recovery costs bearded by Free2Move due to the non-return of the vehicle.
- 18.3 **Post-Inspection.** When the Vehicle is collected, unless otherwise stated in the Booking or the Confirmation Email, you will perform the inspection of the Vehicle in a way similar to the PreInspection (“**Post-Inspection**”). Details of such Post-Inspection are set out on the App.
- 18.4 If you do not for whatever reason complete the Post-Inspection, you agree that the inspection performed by us or one of our Authorized Representatives following collection of the Vehicle at the end of the Subscription Period shall constitute the Post-Inspection in respect of the Vehicle (“**Rental Agency Post-Inspection**”). For the purpose of these Terms a Rental Agency Post Inspection will be the Post-Inspection.
- 18.5 When we or our Authorized Representative perform the Rental Agency Post-Inspection, details

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of the Rental Agency Post-Inspection will be available in your Account within 48 hours after collection of the Vehicle.

18.6 The Vehicle must be made available for collection in the condition documented in the PreInspection. If the Vehicle is not made available in the condition documented in the PreInspection (including with all its Equipment, Accessories, documents, instructions and user manuals), you shall be charged (i) the cost of repairing any damage to the Vehicle, calculated in accordance with section 20.1; (ii) the cost of replacing any missing Accessories and Equipment in accordance with the Tariff Guide; and (iii) any additional Administration Charge as set out in Tariff Guide. You will also be charged any additional charges that are applicable as described in section 11. All of these charges will be deducted from your Security Deposit at the end of your Subscription Period.

18.7 The original keys for the Vehicle shall be returned to us when we collect the Vehicle. If the original keys were stolen or lost, you will have to immediately complete a Declaration in respect of the theft or loss of the keys.

19 CALCULATION OF THE COST OF THE DAMAGE TO A VEHICLE

19.1 The potential cost of repairing damage to a Vehicle, Accessories and Equipment identified in a post-Inspection are subjected to an assessment (“**Damage Assessment**”). The Damage Assessment is performed either 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 to use. Following the Damage Assessment, we will provide you with the cost of the repair and what that means to you, in writing (“**Damage Note**”).

19.2 If you do not agree with the Damage Note, you or any Authorized 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 recognized by the insurance industry, (2) by a reputable garage or repairer, and (3) within 3 Working Days of your request (made in accordance with section 19.4) that you would like a Second Assessment to take place.

19.3 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.

19.4 You shall inform us in writing of your intention to have a Second Assessment performed within the 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.

19.5 If there is no Second Assessment, the Damage Assessment shall be definitive and binding.

19.6 You shall pay to us all sums in respect of the damage suffered to the Vehicle as set out in the Damage Note, or agreed otherwise following a Second Assessment, (subject to section 19.5) up to the amount of your Excess.

20 INSURANCE

20.1 You understand and you shall ensure that each Authorized Driver understands that the insurance provided as part of the Basic Monthly Rental Charge (“**Basic Insurance**”) and all Other Insurance Policies are only valid when the Vehicle is used in the United Kingdom, unless otherwise agreed by us and set out in the Confirmation Email.

20.2 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

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in the Confirmation Email.

20.3 You will pay for any Other Insurance Policies selected each month using the payment card provided in accordance with section 10.

20.4 The terms and conditions of the Other Insurance Policies will be available to be viewed at the point of Booking and such terms and conditions will be set out in the Confirmation Email ("**Other Insurance Policies Terms and Conditions**").

20.5 You shall comply with, and ensure that each Authorized 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 Subscription Period the Other Insurance Policies terms and conditions will apply.

20.6 If a claim, for whatever reason, is made under the Basic Insurance or the Other Insurance Policies, whether by you and/or an Authorized 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.

21 RENEWAL OF YOUR SUBSCRIPTION PERIOD

21.1 **Renewal of the Subscription Period.** Your Subscription Period will automatically renew on a rolling basis in accordance with the flexibility option you select in your Booking unless cancelled by you in accordance with section 22.4. For example, if you select our monthly flexibility option your subscription will automatically renew each month. If you select our six-monthly flexibility option, your subscription will automatically renew at the end of each six-month period.

22 CANCELLATION AND MODIFICATION OF A BOOKING

22.1 **Modification by you prior to the start of a Subscription Period.** You can modify your Booking free of charge provided you let us know in writing, to the email address set out in the Confirmation Email, **at least 48 hours before the Subscription 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 will 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 delivery times may apply, and other aspects of the Rental Services may change.

22.2 **Cancellation by you prior to the start of a Subscription Period.** You can cancel the Rental Services free of charge provided that you give us written notice, **at least 48 hours' before the Subscription Period is due to start**. If you cancel the Rental Services, any prepaid charges will be refunded to you within 14 days of your cancellation on the payment card you provided at the time of Booking and the Security Deposit will be released. If you wish to cancel the Rental Services, you will need to complete the form set out in Schedule 2 and provide us with a copy of that form by sending it to the email address set out in the Confirmation Email.

22.3 **Late Cancellation by you prior to the start of a Subscription Period.** If you cancel the Rental Services giving us less than 48 hours' written notice prior to the start of the Subscription Period then any Rental Charges already paid by you prior to cancellation in relation to the first month

of your Subscription Period will not be refunded to you. We will release the Security Deposit as soon as possible. If you wish to cancel the Rental Services, you will need to complete the form set out in Schedule 2 and provide us with a copy of that form by sending it to the email address set out in the Confirmation Email.

22.4 **Cancellation by you during the Subscription Period.** You may cancel the Rental Services by giving us at least 30 days' written notice before your Subscription Period is due to end. In order to cancel the Rental Services, you will need to complete the form set out in Schedule 2

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and provide us with a copy of that form by sending it to the email address set out in the Confirmation Email.

23 OUR RIGHTS TO MAKE CHANGES

23.1 Minor changes to the Rental Services and these Terms. We may change the Rental Services and these Terms:

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

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

23.2 Material changes to the Rental Services and these Terms. We may make other changes to these Terms or the Rental Services in accordance with this section 23.2. If we do this, we will notify you in advance and you then have the option to contact us to cancel your Booking before the changes take effect. If you cancel your Booking, you will need to complete the form set out in Schedule 2 and provide us with a copy of that form by sending it to the email address set out in the Confirmation Email. If the cancellation is made before the start of the Subscription Period, you will receive a refund for the charges you have paid for the Rental Services and the Security Deposit will be released. If the cancellation is made during the Subscription Period, subject to you returning the Vehicle in accordance with these Terms, we will refund a prorated amount of the Basic Monthly Rental Charge to you and the Security Deposit (or the balance of the Security Deposit after deduction of all costs charges and liabilities that may be deducted by us in accordance with these Terms) will be released within 14 days of the cancellation.

23.3 No responsibility for delays outside our control. If the provision 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 minimize the effect of the delay. Provided we do this we will not be liable for delays caused by the event. If there is a risk of the provision of the Rental Services being delayed for more than 90 calendar days you may give us written notice in the form set out in Schedule 2 to cancel the Booking with no liability arising as a result of such cancellation and receive a refund for any Rental Services you have paid for but not received. We will also release the Security Deposit (or the balance of the Security Deposit after deduction of all costs, charges and liabilities that may be deducted by us in accordance with these Terms) within 14 days of the cancellation.

24 OUR RIGHTS TO CANCEL THE BOOKING

24.1 We may cancel the Booking and stop providing Rental Services immediately, without liability to you if:

24.1.1 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;

24.1.2 any of the circumstances described in section 4.3 occur;

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

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

24.1.5 you enter into an individual voluntary arrangement or become bankrupt or take any other action as a consequence of you being unable to pay your debts as they fall due during the Subscription Period; or

24.1.6 we consider, acting reasonably, that you and/or the Authorized Driver (whichever is relevant) are not complying with these Terms.

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24.2 What happens if we cancel the Booking. If we cancel the Booking in accordance with section 24.1 we are entitled to collect the Vehicle immediately. The terms which by implication are intended to come into or continue in force on or after the termination of the Rental Services shall remain in full force and effect after the Booking has been cancelled.

24.3 You must compensate us if you break the contract. If we cancel the Booking in the situations set out in section 24.1 (other than section 24.1.2) 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 losses we will incur as a result of your breaking the contract.

25 IF THERE IS A PROBLEM WITH THE RENTAL SERVICES

25.1 How to tell us about problems. If you have any questions or complaints about the Rental Services, please contact our customer service team, details which are set out in the Confirmation Email.

YOUR RIGHTS IN RESPECT OF DEFECTIVE RENTAL SERVICES

25.2 We warrant that on collection, and for the Subscription Period (the “**Warranty Period**”), the Vehicle shall conform in all material respects with the manufacturer’s specification.

25.3 Subject to section 25.4, if:

25.3.1 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 25.2;

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

25.3.3 you return such Vehicle to us at your cost,

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

25.4 We will not be liable for a Vehicle’s failure to comply with the warranty in section 26.3 if:

25.4.1 you make any further use of the Vehicle after giving a notice in accordance with section 25.3.1;

25.4.2 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;

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

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

25.5 Except as provided in this section 25, we shall have no liability to you in respect of a Vehicle’s failure to comply with the warranty set out in section 25.3.

25.6 These terms shall apply to any repaired or replacement Vehicle supplied by us under section 25.4.

26 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

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

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

26.1.2 fraud or fraudulent misrepresentation;

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26.1.3 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

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

26.2 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.

26.3 Subject to section 27.5:

26.3.1 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

26.3.2 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.

27 FINANCE HOUSE RIGHTS

27.1 You acknowledge that banks and other financial institutions with whom we have contracted to hire, lease, lease purchase, purchase or otherwise finance certain vehicles ("**Finance Houses**") to enable us to rent the Vehicle to you and to provide the Rental Services have certain rights in relation to the contract created by our confirmation of your Booking even though they are not a party to these Terms. These rights include:

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

27.1.2 if we go into receivership, administration or liquidation, or enter into a company voluntary arrangement 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 remove them from your premises. As an alternative, the Finance House may, at its discretion, without prejudice to its right to remove a Financed Vehicles in

such circumstances, agree to enter into a direct relationship with you to continue renting the Financed Vehicles to you until the end of the Subscription Period.

27.2 Subject to the Finance House's agreement, if we go into receivership, administration or liquidation or enter into a company voluntary arrangement, you shall be entitled to pay the Rental Charges directly to the Finance House so as to avoid termination of the contract for the provision of the Rental Services in respect of the Financed Vehicles, but such payments will have to be made without set off, deduction or counterclaim.

28 HOW WE MAY USE YOUR PERSONAL INFORMATION

28.1 **How your personal information will be used.** Any personal information that you have submitted via Free2Move.com or the App or directly by email to us or which we receive as a result of the operation of an electronic tracker fitted to the Vehicle will only be used in accordance with our privacy policy set out on Free2Move.com. Our privacy policy can be accessed here: [PRIVACY POLICY](#).

29 OTHER IMPORTANT TERMS

29.1 **Third party rights.** Nobody else other than the Finance Houses in relation to the rights created by section 27 has any rights under the contract constituted by these Terms and the Confirmation Email.

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29.2 **If a court finds part of these Terms illegal, the rest will continue in force.** Each of the sections of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections will remain in full force and effect.

29.3 **Even if we delay in enforcing our rights under these Terms, we can still enforce them later.** If we do not insist immediately that you do something you are required to do or do not do something you should not be doing under these Terms, or if we delay in taking steps against you in respect of your breaking or not complying with these Terms, that will not mean that you do not have to do those things or not do those things, and it will not prevent us taking steps against you at a later date.

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

29.5 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.

29.6 **Disputes.** All disputes should be e-mailed to **gb@free2move.com** within 5 days of the expiry of the Subscription Period. We shall endeavour to respond to your query within 48 hours.

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SCHEDULE 1: DEFINITIONS

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

- 29.7 **“Accessories and Equipment”** means the accessories and/or equipment that you can rent for the duration of the Subscription Period for the additional cost set out under the heading “Accessories / Equipment” in the Tariff Guide;
- 29.8 **“Account”** means your personal account which is accessible via Free2Move.com by you by entering your user ID and password on the login page;
- 29.9 **“Administration Charge”** means the administration charges set out in the Tariff Guide from time to time;
- 29.10 **“App”** means the mobile application which is used to manage your Booking and perform and document the Pre-Inspection and Post-Inspection;
- 29.11 **“Authorised Driver”** means any driver who has been authorised by us to drive the Vehicle;
- 29.12 **“Authorised Representatives”** means a representative of any Rental Agency or any other organisation appointed by us from time to time to deal with Bookings and the delivery of Vehicles and related Pre-inspection and the return of Vehicles and related Post-inspection on our behalf;
- 29.13 **“Basic Insurance”** means the insurance defined in section 20.1;
- 29.14 **“Basic Monthly Rental Charge”** means the charge payable by you (as set out in the Booking) at the start of each month in respect of the Rental Services;
- 29.15 **“Booking”** means your booking for Rental Services made via Free2Move.com, the App or via one of our Rental Agencies. Once a booking has been accepted by us the expression “Booking” shall also mean the contract for the provision of the Rental Services resulting from our acceptance of the Booking;
- 29.16 **“Confirmation Email”** means the email described in section 4.1;
- 29.17 **“Documents”** means the documents referred to in section 9;
- 29.18 **“Excess”** means a sum of money which you are required to pay towards an insurance claim, calculated in accordance with Schedule 4;
- 29.19 **“Free2Move”** means Free2Move New Mobility UK Limited (Company No. 12436148), registered address of 100 Avebury Boulevard, Milton Keynes, United Kingdom, MK9 1FH;
- 29.20 **“Monthly Rental Charge”** means all sums payable by you for the Rental Services in accordance with these Terms (including for any Accessories and Equipment and Other Insurance Policies);
- 29.21 **“Other Insurance Policies”** means those insurance policies or packages you take out for the duration of the Subscription Period for the additional cost set out under the heading “Other Insurance Policies” in the Tariff Guide;
- 29.22 **“Post-Inspection”** means the inspection of the Vehicle by you at the end of the Subscription Period conducted via the App or by one of our Authorised Representatives on your behalf if you do not have access to the App, or conducted by us or one of our Authorised Representatives if you fail for any reason to complete the Post-Inspection in accordance with these Terms;
- 29.23 **“Pre-Inspection”** means the inspection of the Vehicle by you at the start of the Subscription

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Period conducted via the App or by one of our Authorised Representatives on your behalf if you do not have access to the App;

- 29.24 **“Rental Agency”** refers to the legal person who offers to rent the Vehicle to you via Free2Move.com and who will provide the Rental Services to you. Details of such legal person are set out in the Confirmation Email. The Confirmation Email will refer to Free2Move followed by details of the Rental Agency;
- 29.25 **“Rental Services”** means rental by us to you of a Vehicle during the Subscription Period as set out in the Booking, subject to these Terms;
- 29.26 **“Security Deposit”** means the deposit paid by you to us prior to the start of your Subscription Period as described in section 13;
- 29.27 **“Subscription Period”** means the period of your subscription for Rental Services, as may be extended on a rolling basis in accordance with these Terms;
- 29.28 **“Tariff Guide”** means the catalogue of additional charges from time to time, the current version of which is set out in Schedule 2 to these Terms;
- 29.29 **“Terms”** means these terms and conditions as they may be updated, supplemented or varied by us from time to time;
- 29.30 **“VAT”** means value added tax in the United Kingdom or any tax or duty that replaces value added tax from time to time;
- 29.31 **“Vehicle”** means the vehicle you will be renting from us as part of the Rental Services;
- 29.32 **“we” / “ours” / “us”** means in relation to a rental for business purposes – Free2Move; and in the case of a personal rental – the Rental Agency named in the Confirmation Email who will provide the Rental Services to you;
- 29.33 **“Working Day”** means any day which is a Monday to Friday when we are open for business;
- 29.34 **“you” / “yours”** means the person who is the main driver of the Vehicle and the person paying the Rental Charges and any associated costs; and
- 29.35 **“Young Driver”** means a driver less than 26 years old at the start of the Subscription Period.

Any phrase introduced by the words "including" "include" "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

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SCHEDULE 2: MODEL CANCELLATION FORM

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

To Free2Move New Mobility UK Limited (Company No. 12436148), registered address of 100 Avebury Boulevard, Milton Keynes, United Kingdom, MK9 1FH, +442033 185 096, gb@free2move.com, acting on its own behalf and as agent for service on behalf of the Rental Agency.

I/We [*] hereby give notice that I/We [*] cancel my/our Rental Services contract, Booking No. [**]

Name of consumer(s),

Address of consumer(s),

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

Date

[*] Delete as appropriate

TERMS AND CONDITIONS FOR RENTAL – CAR ON DEMAND (MONTHLY SUBSCRIPTION)

SCHEDULE 3: TARIFF GUIDE

Fees (recommended maximum price):

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	<p>£15 per rental day or £55 per week for 50% of excess</p> <p>£16 per rental day or £65 per week for 100% of excess</p>
The total repurchase of the excess for light-duty vehicles	<p>£15 per rental day or £55 per week for 50% of excess</p> <p>£16 per rental day or £65 per week for 100% of excess</p>
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 RENTAL – CAR ON DEMAND (MONTHLY SUBSCRIPTION)

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

SCHEDULE 4: 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 or Waiver 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

TERMS AND CONDITIONS FOR RENTAL – CAR ON DEMAND (MONTHLY SUBSCRIPTION)

£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 Citroen X Cactus C4	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
£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 Etense	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

TERMS AND CONDITIONS FOR RENTAL – CAR ON DEMAND (MONTHLY SUBSCRIPTION)

£750	£750	IFMR	Peugeot 3008 Vauxhall Grandland X Citroen C5 Aircross Citroen C4 Space Tourer Peugeot Rifter Vauxhall Combo Life Citroen Berlingo ³	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

£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

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£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
£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	2 years	£1,000.00	£500.00	£0.00

**TERMS AND CONDITIONS FOR RENTAL – CAR ON DEMAND (MONTHLY
SUBSCRIPTION)**

			10-16m³				
£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