

# **TERMS AND CONDITIONS FOR RENTAL**

## **FIXED PERIOD – 1 DAY TO 1 MONTH**

**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. You should disregard the terms and conditions that start on page 20 and finish on page 34 which relate to renting a Vehicle wholly or mainly for personal use.**

**If you are renting a Vehicle wholly or mainly for personal use (not for use in connection with a trade, business, craft or profession) please refer to the terms and conditions starting on page 20 of this document instead. You should disregard the terms and conditions that start on page 5 and finish on page 19 which relate to renting a Vehicle for business use or in connection with a trade, business, craft or profession.**

**The terms and conditions starting on page 35 apply in all cases.**

## TERMS AND CONDITIONS FOR RENTAL – FIXED RENTAL

### **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](mailto: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 use 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 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 and under 85 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 are bookings made?**

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 and allows you to check/amend your booking at any time up to the start of your rental period.

**5. What identification documents do I need to provide?**

Before you collect your vehicle from us, 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.

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### 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 rental period plus 90 days.

#### **2. When will payment be taken for my booking?**

Up to 72 hours prior to the start of your rental period, the following payments will be deducted from the payment card you provided at the time of booking:

- Your rental charge (including breakdown cover, initial cleaning and fully comprehensive insurance cover)
- Your deposit
- Payment for any accessories, equipment or other insurance policies you have selected.

### Collecting the vehicle

#### **1. How is inspection of the vehicle carried out when I collect my vehicle?**

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 your rental period 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 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 you picked up the vehicle. 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.

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### Returning the vehicle

#### **1. How is inspection of the vehicle carried out when I return my vehicle?**

When you return your vehicle, you will be asked to perform an inspection using our app – like the inspection carried out when you collected your vehicle. If you are unable to complete the 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 inspection on your behalf.

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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 HIRE 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](mailto: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 **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 the Vehicle. We may be unable to accept your Booking for a variety of reasons including:

4.3.1 unexpected limits on the availability of the Vehicle which we could not reasonably plan for;

4.3.2 you and/or an Authorised Driver do not meet our minimum requirements (see section 7 below);

4.3.3 we have identified an error in the price or description of the Rental Services;

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4.3.4 we are unable to provide the Vehicle on the date you have specified; or

4.3.5 we are unable to verify your credit history or your credit history is not acceptable to us or is unknown or indeterminable.

**4.4 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:

4.4.1 unexpected limits on the availability of the Vehicle which we could not reasonably plan for;

4.4.2 there is an issue with the payment card you used to pay for the Rental Services and the Security Deposit;

4.4.3 we are unable to provide the Vehicle on the date you have specified;

4.4.4 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;

4.4.5 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 Rental Period; or

4.4.6 if you fail to satisfy any applicable insurance requirements.

**4.5 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.

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

**4.7 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 RENTAL CHARGE WHEN YOU RENT A VEHICLE**

5.1 The Basic Rental Charge includes:

5.1.1 the rental of the Vehicle for the Rental Period;

5.1.2 breakdown assistance for the duration of the Rental Period;

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) for the duration of the Rental Period. 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 Rental Period (any mileage above this allowance during the Rental Period shall be charged in accordance with section 11.7); and

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

### **6 SERVICES NOT INCLUDED IN THE BASIC 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 Rental Charge:

6.1.1 additional rental days in excess of the originally agreed Rental Period;

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

6.1.3 Accessories and Equipment;

6.1.4 Other Insurance Policies; and

6.1.5 excess mileage incurred during the Rental 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 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 Rental Period, and continue to hold a valid driving licence for the duration of the Rental Period;

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

7.3.6 not be renting any other Vehicle from us during the Rental 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 Rental Period and continue to hold a valid driving licence for the duration of the Rental Period;

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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 for the Rental Period at the point of collecting the Vehicle from us. The Young Driver's Surcharge is 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, up to date and that they will not expire during the Rental Period. You will immediately inform us of any change in the validity of any of the Documents before or during the Rental Period. Any change in the validity of any of the Documents will entitle us to cancel the Booking and you shall return the Vehicle to us 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.

## 10 CHARGES TO USE THE VEHICLE – RENTAL CHARGE

10.1 **Information provided at the time of Booking.** The information you provide to us at the time of Booking (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 Booking 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); and

10.2.3 VAT.



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10.3 **Payment of the Rental Charge.** You authorise us to deduct the 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 Rental Charge.** Up to 72 hours prior to the start of the Rental Period, the following payments will be deducted from your payment card:

10.4.1 the Rental Charge; and

10.4.2 the Security Deposit.

## 11 ADDITIONAL CHARGES YOU WILL BE RESPONSIBLE FOR

11.1 **Late return of the Vehicle.** 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) when the Vehicle has not been returned to us in accordance with these Terms beyond the end of the Rental Period.

11.2 **Refuelling and recharging charges.** If you return the Vehicle with 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.

11.3 **Failure to refuel or recharge.** An additional charge may be made if a vehicle cannot be re-rented to the next customer because it is returned without having been refuelled or the battery charged (for electric and hybrid vehicles) and the time necessary to carry out re-fuelling or recharging means the vehicle is not available for Pre-Inspection by the next customer.

11.4 **Cleaning Charge.** If you return the Vehicle in an unfit or unclean state, 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.

11.5 **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 Pre-inspection, 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.

11.6 **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 Rental Period.

11.7 **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.

11.8 **Payment of additional charges.** By agreeing to these Terms, you pre-authorise us to deduct all additional charges from your payment card.

## 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 authorise or take payment for the Rental Services or the Security Deposit from your payment card before the start of the Rental

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Period, you will not be able to take possession of the Vehicle and we will have the right to cancel the Booking.

**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.

**12.4 Early termination.** You acknowledge that the Rental Charge is based on the length of the Rental Period. If the Rental Services are cancelled or the Booking is terminated early resulting in a shorter Rental Period, you acknowledge that higher Rental Charges will apply and will be backdated to the start of the Rental Period. If a Vehicle is returned early, the full Rental Charge will be payable.

### **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?** We will request pre-authorisation of the Security Deposit up to 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 of the Security Deposit is blocked on your bank account for the duration of the Rental Period and for 14 days after the end of the Rental Period.

**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 Authorised Representatives at the time you collect the Vehicle (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 Rental Period. You shall 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 for any damage present on or to the Vehicle on the return of the Vehicle by you at the end of the Rental 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 returned to 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.

**14.2 If you don't perform a Pre-Inspection.** If you do not (or one of our Authorised 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 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 previous Post-Inspection.

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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 Authorised 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 Authorised 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 Authorised Representatives;

15.2.10 share possession of the Vehicle with any person who is not an Authorised Driver or sub-let or permit any person who is not an Authorised 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

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 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.

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### 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 authorised repairer approved by us.

16.2 The breakdown assistance provider will also organise for you or the Authorised 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 Authorised 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 Authorised Representative's locations);
- b) If no suitable replacement vehicle is available, you or the Authorised Driver (as appropriate) and any passengers will be transported to us or one of our Authorised 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 Authorised 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 Authorised 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 RENTAL 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 Authorised Driver (as appropriate) shall:

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

17.1.3 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 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

## TERMS AND CONDITIONS FOR RENTAL – FIXED RENTAL

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.

17.2 You or the Authorised Driver (as appropriate) shall complete the Declaration as completely as possible, but the following information must be provided:

17.2.1 the circumstances, date, place and time of the Incident;

17.2.2 the name and the address of any potential witnesses; and

17.2.3 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.

17.3 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.

17.4 Neither you nor any Authorised 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 RETURNING THE VEHICLE

18.1 **Return of the Vehicle.** You shall personally return the Vehicle to us, at the location set out in the Confirmation Email, no later than the return date and time set out in the Booking and Confirmation Email or such later date as agreed between you and us in accordance with section 21.

18.2 We cannot accept the return of the Vehicle from an Authorised Driver if they are not the individual responsible for making the Booking. If you do not personally return the Vehicle to us you will be charged (i) the relevant daily Rental Charge for the Vehicle for the period of time from the end of the Rental Period to the until you do return the Vehicle to us personally, and (ii) an Administration Charge.

18.3 **Post-Inspection.** When you return the Vehicle, unless otherwise stated in the Booking or the 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.

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 Authorised Representatives following the return of the Vehicle at the end of the Rental 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 PostInspection.

18.5 When we or our Authorised Representative perform the Rental Agency Post-Inspection, details of the Rental Agency Post-Inspection will be available in your Account within 48 hours after the return of the Vehicle.

18.6 You shall return the Vehicle in the condition documented in the Pre-Inspection. If the Vehicle is not returned in the condition documented in the Pre-Inspection (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 19.1, (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 debited from your Security Deposit via the payment card provided at the time of Booking.

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18.7 The original keys for the Vehicle shall be returned to us when you return 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 PostInspection 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 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 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 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 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 in the Confirmation Email.

20.3 The Basic Insurance is calculated based on the length of the Rental Period. If you return the Vehicle before the end of the Rental Period included in your Booking, you will not be entitled to any refund or rebate in relation to the cost of the insurance payable by you as part of the Basic Rental Charge.

20.4 You will pay for any Other Insurance Policies selected at the point of Booking using the payment card provided.

20.5 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**").

## TERMS AND CONDITIONS FOR RENTAL – FIXED RENTAL

20.6 You shall 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.

20.7 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.

### 21 EXTENSION OF RENTAL PERIOD

21.1 **Extending the Rental Period.** If you wish to extend the Rental Period shown on your Booking you must contact us at least 2 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.

21.2 **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 (“**Extended Rental Period Charges**”).

21.3 **Restriction on extensions.** If such an extension means that the Rental Period will exceed a period of 84 days then you must:

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

21.3.2 negotiate the rental of a new vehicle and enter into a new Booking.

21.4 **Our rights.** If you do not contact us within the time limit set out in section 21.1, or do not pay the Extension Rental Period Charges, 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). We also reserve the right, without prior notice, to take any legal action necessary to affect the immediate return of the Vehicle.

### 22 CANCELLATION AND MODIFICATION OF A BOOKING

22.1 **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 Confirmation Email, **at least 48 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 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 collection times may apply, and other aspects of the Rental Services may change.

22.2 **Cancellation by you.** You can cancel the Rental Services free of charge provided that you give us written notice, **at least 48 hours’ before the Rental 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.** If you cancel the Rental Services giving us less than 48 hours’ written notice prior to the start of the Rental Period then any Rental Charges already paid by you prior to cancellation 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.

## TERMS AND CONDITIONS FOR RENTAL – FIXED RENTAL

### 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 Rental 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 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 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 minimise 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 Authorised 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 Rental Period; or

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

24.2 **What happens if we cancel the Booking.** If we cancel the Booking in accordance with section 25.1 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 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



## TERMS AND CONDITIONS FOR RENTAL – FIXED RENTAL

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 Rental 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, 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, wilful 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;

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:

## TERMS AND CONDITIONS FOR RENTAL – FIXED RENTAL

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 Rental 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.

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.** 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

## TERMS AND CONDITIONS FOR RENTAL – FIXED RENTAL

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.

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

## TERMS AND CONDITIONS FOR RENTAL – FIXED RENTAL

### **PERSONAL 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 HIRE 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 the Rental Agency (as defined below).

2.2 **How to contact us.** You can contact us by telephoning our customer service team, details of which are set out in the Confirmation Email (as defined below). 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.

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

4.3.1 unexpected limits on the availability of the Vehicle which we could not reasonably plan for;

4.3.2 you and/or an Authorised Driver do not meet our minimum requirements (see section 7 below);

4.3.3 we have identified an error in the price or description of the Rental Services;

4.3.4 we are unable to provide the Vehicle on the date you have specified; or

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4.3.5 we are unable to verify your credit history or your credit history is not acceptable to us or is unknown or indeterminable.

**4.4 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:

4.4.1 unexpected limits on the availability of the Vehicle which we could not reasonably plan for;

4.4.2 there is an issue with the payment card you used to pay for the Rental Services and the Security Deposit;

4.4.3 we are unable to provide the Vehicle on the date you have specified;

4.4.4 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;

4.4.5 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 Rental Period; or

4.4.6 if you fail to satisfy any applicable insurance requirements.

**4.5 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.

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

**4.7 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 RENTAL CHARGE WHEN YOU RENT A VEHICLE**

5.1 The Basic Rental Charge includes:

5.1.1 the rental of the Vehicle for the Rental Period;

5.1.2 breakdown assistance for the duration of the Rental Period;

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) for the duration of the Rental Period. 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 Rental Period (any mileage above this allowance during the Rental Period shall be charged in accordance with section 11.7); and

## TERMS AND CONDITIONS FOR RENTAL – FIXED RENTAL

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

### **6 SERVICES NOT INCLUDED IN THE BASIC 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 Rental Charge:

6.1.1 additional rental days in excess of the originally agreed Rental Period;

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

6.1.3 Accessories and Equipment;

6.1.4 Other Insurance Policies; and

6.1.5 excess mileage incurred during the Rental 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 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 Rental Period, and continue to hold a valid driving licence for the duration of the Rental Period;

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

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

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

## TERMS AND CONDITIONS FOR RENTAL – FIXED RENTAL

7.4.1 have held a valid UK driving licence for at least 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;

7.4.2 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 for the Rental Period at the point of collecting the Vehicle from us. The Young Driver's Surcharge is 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, up to date and that they will not expire during the Rental Period. You will immediately inform us of any change in the validity of any of the Documents before or during the Rental Period. Any change in the validity of any of the Documents will entitle us to cancel the Booking and you shall return the Vehicle to us 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.

## 10 CHARGES TO USE THE VEHICLE – RENTAL CHARGE

10.1 **Information provided at the time of Booking.** The information you provide to us at the time of Booking (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 Booking 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;

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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 Rental Charge.** You authorise us to deduct the 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 Rental Charge.** Up to 72 hours prior to the start of the Rental Period, the following payments will be deducted from your payment card:

10.4.1 the Rental Charge; and

10.4.2 the Security Deposit.

### 11 ADDITIONAL CHARGES YOU WILL BE RESPONSIBLE FOR

11.1 **Late return of the Vehicle.** 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) when the Vehicle has not been returned to us in accordance with these Terms beyond the end of the Rental Period.

11.2 **Refuelling and recharging charges.** If you return the Vehicle with 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.

11.3 **Failure to refuel or recharge.** An additional charge may be made if a vehicle cannot be re-rented to the next customer because it is returned without having been refuelled or the battery charged (for electric and hybrid vehicles) and the time necessary to carry out re-fuelling or recharging means the vehicle is not available for Pre-Inspection by the next customer.

11.4 **Cleaning Charge.** If you return the Vehicle in an unfit or unclean state, 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.

11.5 **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 Pre-inspection, 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.

11.6 **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 Rental Period.

11.7 **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.

11.8 **Payment of additional charges.** By agreeing to these Terms, you pre-authorise us to deduct all additional charges from your payment card.



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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 authorise or take payment for the Rental Services or the Security Deposit from your payment card before the start of the Rental Period, you will not be able to take possession of the Vehicle and we will have the right to cancel the Booking.
- 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.
- 12.4 **Early termination.** You acknowledge that the Rental Charge is based on the length of the Rental Period. If the Rental Services are cancelled or the Booking is terminated early resulting in a shorter Rental Period, you acknowledge that higher Rental Charges will apply and will be backdated to the start of the Rental Period. If a Vehicle is returned early, the full Rental Charge will be payable.

### 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?** We will request pre-authorisation of the Security Deposit up to 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 of the Security Deposit is blocked on your bank account for the duration of the Rental Period and for 14 days after the end of the Rental Period.
- 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.

### 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 Authorised Representatives at the time you collect the Vehicle (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 Rental Period. You shall 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 for any damage present on or to the Vehicle on the return of the Vehicle by you at the end of the Rental 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 returned to 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.
- 14.2 **If you don't perform a Pre-Inspection.** If you do not (or one of our Authorised 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 Rental Period (i.e.

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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 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 Authorised 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 Authorised 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 Authorised Representatives;

15.2.10 share possession of the Vehicle with any person who is not an Authorised Driver or sub-let or permit any person who is not an Authorised 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

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

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15.3 **Safe keeping of the Vehicle.** 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.

### 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 authorised repairer approved by us.

16.2 The breakdown assistance provider will also organise for you or the Authorised 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 Authorised 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 Authorised Representative's locations);
- b) If no suitable replacement vehicle is available, you or the Authorised Driver (as appropriate) and any passengers will be transported to us or one of our Authorised 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 Authorised 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 Authorised 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 RENTAL 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 Authorised Driver (as appropriate) shall:

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;

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17.1.2 if appropriate, 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 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.

17.2 You or the Authorised Driver (as appropriate) shall complete the Declaration as completely as possible, but the following information must be provided:

17.2.1 the circumstances, date, place and time of the Incident;

17.2.2 the name and the address of any potential witnesses; and

17.2.3 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.

17.3 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.

17.4 Neither you nor any Authorised 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 RETURNING THE VEHICLE

18.1 **Return of the Vehicle.** You shall personally return the Vehicle to us, at the location set out in the Confirmation Email, no later than the return date and time set out in the Booking and Confirmation Email or such later date as agreed between you and us in accordance with section 21.

18.2 We cannot accept the return of the Vehicle from an Authorised Driver if they are not the individual responsible for making the Booking. If you do not personally return the Vehicle to us you will be charged (i) the relevant daily Rental Charge for the Vehicle for the period of time from the end of the Rental Period to the until you do return the Vehicle to us personally, and (ii) an Administration Charge.

18.3 **Post-Inspection.** When you return the Vehicle, unless otherwise stated in the Booking or the 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.

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 Authorised Representatives following the return of the Vehicle at the end of the Rental 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 PostInspection.

18.5 When we or our Authorised Representative perform the Rental Agency Post-Inspection, details of the Rental Agency Post-Inspection will be available in your Account within 48 hours after the return of the Vehicle.

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- 18.6 You shall return the Vehicle in the condition documented in the Pre-Inspection. If the Vehicle is not returned in the condition documented in the Pre-Inspection (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 19.1, (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 debited from your Security Deposit via the payment card provided at the time of Booking.
- 18.7 The original keys for the Vehicle shall be returned to us when you return 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 PostInspection 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 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 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 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 by us and set out in the Confirmation Email.

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- 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 in the Confirmation Email.
- 20.3 The Basic Insurance is calculated based on the length of the Rental Period. If you return the Vehicle before the end of the Rental Period included in your Booking, you will not be entitled to any refund or rebate in relation to the cost of the insurance payable by you as part of the Basic Rental Charge.
- 20.4 You will pay for any Other Insurance Policies selected at the point of Booking using the payment card provided.
- 20.5 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**”).
- 20.6 You shall 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.
- 20.7 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.

## 21 EXTENSION OF RENTAL PERIOD

- 21.1 **Extending the Rental Period.** If you wish to extend the Rental Period shown on your Booking you must contact us at least 2 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.
- 21.2 **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 (“**Extended Rental Period Charges**”).
- 21.3 **Restriction on extensions.** If such an extension means that the Rental Period will exceed a period of 84 days then you must:
- 21.3.1 return the Vehicle to us and pay any outstanding amounts due; and
  - 21.3.2 negotiate the rental of a new vehicle and enter into a new Booking.
- 21.4 **Our rights.** If you do not contact us within the time limit set out in section 21.1, or do not pay the Extension Rental Period Charges, 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). We also reserve the right, without prior notice, to take any legal action necessary to affect the immediate return of the Vehicle.

## 22 CANCELLATION AND MODIFICATION OF A BOOKING

- 22.1 **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 Confirmation Email, **at least 48 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 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

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Rental Charges and collection times may apply, and other aspects of the Rental Services may change.

**22.2 Cancellation by you.** You can cancel the Rental Services free of charge provided that you give us written notice, **at least 48 hours' before the Rental 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.** If you cancel the Rental Services giving us less than 48 hours' written notice then any Rental Charges already paid by you prior to cancellation will not be refunded to you. The Security Deposit will be released within 14 days of the cancellation. 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.

### **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 Rental 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 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 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 minimise 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;

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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 Authorised 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 Rental Period; or

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

**24.2 What happens if we cancel the Booking.** If we cancel the Booking in accordance with section 25.1 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 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 Summary of your legal rights.** 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](http://www.adviceguide.org.uk) or call 03454 04 05 06. Nothing in these Terms affects your legal rights.

**25.3 No cooling off period.** As the Rental Services are vehicle rental services there is no statutory cooling off period applicable to the Booking once you have received the Confirmation Email and the contract for the provision of the Rental Services has been created.

### **26 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**26.1** You accept that in certain circumstances it may not be possible for us to provide you with the Vehicle or to provide you with the Rental Services you have booked even after we have sent you a Confirmation Email. 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, including negligence) will be limited to the value of the Rental Services paid or payable by you.

**26.2 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 any loss or damage you suffer that is a foreseeable result of our breaking the 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 Confirmation Email was sent to you, both we and you knew that certain loss or damage might arise, for example, if you discussed it with us during the booking process.

**26.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.**



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This includes liability for:

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

26.3.2 fraud or fraudulent misrepresentation;

26.3.3 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) broadly as described and match information we provided to you, though we expressly reserve the right without incurring any liability to you to provide a suitable alternative Vehicle if the Vehicle you booked is not available;
- b) of satisfactory quality;
- c) fit for any particular purpose made known to us;
- d) supplied with reasonable skill and care; and

26.3.4 any liability under the Consumer Rights Act 2015.

26.4 **We are not liable for business losses.** We only supply the Rental Services for domestic and private use and not for use in connection with a trade, business, craft or profession. 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 or any other business related loss.

## 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 Rental 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.

## TERMS AND CONDITIONS FOR RENTAL – FIXED RENTAL

### 28 HOW WE MAY USE YOUR PERSONAL INFORMATION

- 28.1 **How your personal information submitted on Free2Move.com will be used.** Any personal information that you have submitted via Free2Move.com or the App will only be used in accordance with Free2Move's privacy policy set out on Free2Move.com.
- 28.2 **How your personal information provided directly to us will be used.** We will only use your personal information provided directly to us (i.e. not via Free2Move.com) in accordance with our privacy policy, a copy of which can be found on our website.

### 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.
- 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.** 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.
- 29.5 **Disputes.** All disputes should be e-mailed to ***gb@free2move.com*** within 5 days of the expiry of the Rental Period. We, as agent for the Rental Agency, will promptly pass on your query to the Rental Agency who will be responsible for responding to you.

**SCHEDULE 1: DEFINITIONS**

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

- 1.1 **“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;
- 1.2 **“Account”** means your personal account which is accessible via Free2Move.com by you by entering your user ID and password on the login page;
- 1.3 **“Administration Charge”** means the administration charges set out in the Tariff Guide from time to time;
- 1.4 **“App”** means the mobile application which is used to manage your Booking and perform and document the Pre-Inspection and Post-Inspection;
- 1.5 **“Authorised Driver”** means any driver who has been authorised by us to drive the Vehicle;
- 1.6 **“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; 1.7 **“Basic Insurance”** means the insurance defined in section 20.1;
- 1.8 **“Basic Rental Charge”** means the charge payable by you (as set out in the Booking) in respect of the Rental Services;
- 1.9 **“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;
- 1.10 **“Confirmation Email”** means the email described in section 4.1;
- 1.11 **“Documents”** means the documents referred to in section 9;
- 1.12 **“Excess”** means a sum of money which you are required to pay towards an insurance claim, calculated in accordance with Schedule 4;
- 1.13 **“Free2Move”** means Free2Move New Mobility UK Limited (Company No. 12436148), registered address of 100 Avebury Boulevard, Milton Keynes, United Kingdom, MK9 1FH;
- 1.14 **“Other Insurance Policies”** means those insurance policies or packages 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;
- 1.15 **“Post-Inspection”** means the inspection of the Vehicle by you at the end of the Rental 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;

## TERMS AND CONDITIONS FOR RENTAL – FIXED RENTAL

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- 1.16 **“Pre-Inspection”** means the inspection of the Vehicle by you at the start of the Rental Period conducted via the App or by one of our Authorised Representatives on your behalf if you do not have access to the App;
- 1.17 **“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;
- 1.18 **“Rental Charge”** means all sums payable by you for the Rental Services in accordance with these Terms;
- 1.19 **“Rental Period”** means the period you wish to rent the Vehicle for as set out in the Confirmation Email, as may subsequently be changed by you and agreed by us in accordance with these Terms;
- 1.20 **“Rental Services”** means rental by us to you of a Vehicle during the Rental Period as set out in the Booking, subject to these Terms;
- 1.21 **“Security Deposit”** means the deposit held by us on your payment card as described in section 13;
- 1.22 **“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;
- 1.23 **“Terms”** means these terms and conditions as they may be updated, supplemented or varied by us from time to time;
- 1.24 **“VAT”** means value added tax in the United Kingdom or any tax or duty that replaces value added tax from time to time;
- 1.25 **“Vehicle”** means the vehicle you will be renting from us as part of the Rental Services;
- 1.26 **“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;
- 1.27 **“Working Day”** means any day which is a Monday to Friday when we are open for business;
- 1.28 **“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
- 1.29 **“Young Driver”** means a driver less than 26 years old at the start of the Rental 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.

**SCHEDULE 2: MODEL CANCELLATION FORM**

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(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](mailto: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 – FIXED RENTAL

### 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 of £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

<b>ACCESSORIES / EQUIPMENT (recommended maximum price)</b>	
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
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

## TERMS AND CONDITIONS FOR RENTAL – FIXED RENTAL

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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**



CATEGORY		ACRISS	CAR INSURANCE GROUP (Guide)	LICENCE CONDITIONS	SAFETY DEPOSIT	FLEET INSURANCE EXCESS THEFT AND ACCIDENT (ATP) (*£250 if drivers <23)	FLEET INSURANCE EXCESS THEFT AND ACCIDENT (B2C) (*£400 if driver <26)
		CAR MODELS LIST					
MINI	Mini	MCMR, MCAR, MCAH, MCAE, MDMR, MDAR, MDAH, MDAE, MTMR, MTAR, MTAH, MTAE	0-10	21-85 years old, min 2 years experience**	£800	£300.00	£750.00
	Mini Elite	NCMR, NCAR, NCAH, NCAE, NDMR, NDAR, NDAH, NDAE, NTMR, NTAR, NTAH, NTAE	0-10	21-85 years old, min 2 years experience**	£800	£300.00	£750.00
ECONOMY	Economy	ECMR, ECAR, ECAH, ECAE, EDMR, EDAR, EDAH, EDAE, ETMR, ETAR, ETAH, ETAE	0-10	21-85 years old, min 2 years experience**	£800	£300.00	£750.00
	Economy Elite	HBMR, HBAR, HBAH, HBAE, HDMR, HDAR, HDAH, HDAE, HTMR, HTAR, HTAH, HTAE	0-10	21-85 years old, min 2 years experience**	£800	£300.00	£750.00
COMPACT	Compact	CCMR, CCAR, CCAH, CCAE, CDMR, CDAR, CDAH, CDAE, CMMR, CMAR, CMAH, CMAE, CGMR, CGAR, CGAH, CGAE, CWMR, CWAR, CWAH, CWAE, CFMR, CFAR, CFAH, CFAE, CTMR, CTAR, CTAH, CTAE	11-20	21-85 years old, min 2 years experience**	£800	£300.00	£750.00
	Compact Elite	DCMR, DCAR, DCAH, DCAE, DDMR, DDAR, DDAH, DDAE, DMMR, DMAR, DMAH, DMAE, DCMR, DCMR, DGAH, DGAH, DGAE, DWMR, DWAR, DWAH, DWAE, DFMR, DFAR, DFAH, DFAE, DTMR, DTAR, DTAH, DTAE	11-20	21-85 years old, min 2 years experience**	£800	£300.00	£750.00
INTERMEDIATE	Intermediate	ICMR, ICAR, ICAH, ICAE, IDMR, IDAR, IDAH, IDAE, IMMR, IMAR, IMAH, IMAE, IFMR, IFAR, IFAH, IFAE, IVMR, IVAR, IVAH, IVAE, ITMR, ITAR, ITAH, ITAE	21-30	21-85 years old, min 2 years experience**	£800	£300.00	£750.00
	Intermediate Elite	JCMR, JCAR, JCAH, JCAE, JDMR, JDAR, JDAH, JDAE, JMMR, JMAR, JMAH, JMAE, JFMR, JFAR, JFAH, JFAE, JVMR, JVAR, JVAH, JVAE, JTMR, JTAR, JTAH, JTAE	41-50	30-85 years old, min 5 years experience*	£1300	£800.00	£1500.00
STANDARD	Standard	SCMR, SCAR, SCAH, SCAE, SDMR, SDAR, SDAH, SDAE, SPMR, SPAR, SPAH, SPAE, SGMR, SGAR, SGAH, SGAE, SFMR, SFAR, SFAH, SFAE, SWMR, SWAR, SWAH, SWAE, STMR, STAR, STAH, STAE	21-30	21-85 years old, min 2 years experience**	£800	£300.00	£750.00
	Standard Elite	RCMR, RCAR, RCAH, RCAE, RDMR, RDAR, RDAH, RDAE, RPMR, RPAR, RPAH, RPAE, RCMR, RCAR, RGAH, RGAE, RFMR, RFAR, RFAH, RFAE, RWMR, RWAR, RWAH, RWAE, RTMR, RTAR, RTAH, RTAE	41-50	30-85 years old, min 5 years experience*	£1300	£800.00	£1500.00
FULLSIZE	Fullsize	FCMR, FCAR, FCAH, FCAE, FDMR, FDAR, FDAH, FDAE, FPMR, FPAR, FPAH, FPAE, FFMR, FFAR, FFAH, FFAE, FTMR, FTAR, FTAH, FTAE, FVMR, FVAR, FVAH, FVAE	31-40	26-85 years old, min 2 years experience*	£1 000.00	£650.00	£1 000.00
	Fullsize Elite	GCMR, GCAR, GCAH, GCAE, GDMR, GDAR, GDAH, GDAE, GPMR, GPAR, GPAH, GPAE, GFMR, GFAR, GFAH, GFAE, GTMR, GTAR, GTAH, GTAE, GVMR, GVAR, GVAH, GVAE	41-50	30-85 years old, min 5 years experience*	£1300	£800.00	£1500.00
PREMIUM	Premium	PCMR, PCAR, PCAH, PCAE, PDMR, PDAR, PDAH, PDAE, PPMR, PPAR, PPAH, PPAE, PFMR, PFAR, PFAH, PFAE, PVMR, PVAR, PVAH, PVAE, PTMR, PTAR, PTAH, PTAE	31-40	26-85 years old, min 2 years experience*	£1 000.00	£650.00	£1 000.00
	Premium Elite	UCMR, UCAR, UCAH, UCAE, UDMR, UDAR, UDAH, UDAE, UPMR, UPAR, UPAH, UPAE, UFMR, UFAR, UFAH, UFAE, UVMR, UVAR, UVAH, UVAE, UTMR, UTAR, UTAH, UTAE	41-50	30-85 years old, min 5 years experience*	£1 300.00	£800.00	£1 500.00
LUXURY	Luxury	LCMR, LCAR, LCAH, LCAE, LDMR, LDAR, LDAH, LDAE, LFMR, LFAR, LFAH, LFAE, LTMR, LTAR, LTAH, LTAE	31-40	26-85 years old, min 2 years experience*	£1 000.00	£650.00	£1 000.00
	Luxury Elite	WCMR, WCAR, WCAH, WCAE, WDMR, WDAR, WDAH, WDAE, WPMR, WPAR, WPAH, WPAE, WVMR, WVAR, WVAH, WVAE, WTMR, WTAR, WTAH, WTAE	41-50	30-85 years old, min 5 years experience*	£1 300.00	£800.00	£1 500.00
COMMERCIAL VEHICLE	SMALL VOLUME (< 3 M³)	X, XE, XF, XFE, XC, XCE	N/A	21-85 years old, min 2 years experience**	£800.00	£300.00	£750.00
	3 M³	A, AE, AF, AFE, AC, ACE	N/A	21-85 years old, min 2 years experience**	£800.00	£300.00	£750.00
	4 - 7 M³	V, VE, VF, VFE, VC, VCE	N/A	21-85 years old, min 2 years experience**	£1 000.00	£500.00	£1 000.00
	8 - 10 M³	B, BE, BF, BFE, BC, BCE	N/A	21-85 years old, min 2 years experience**	£1 000.00	£500.00	£1 000.00
	11 - 13 M³	P, PE, PF, PFE, PC, PCE	N/A	21-85 years old, min 2 years experience**	£1 000.00	£500.00	£1 000.00
	14 - 17 M³	S, SE, SF, SFE, SC, SCE	N/A	21-85 years old, min 2 years experience**	£1 000.00	£500.00	£1 000.00
	OVERSIZE (> 17M³)	W, WH, WHC, WB, WBC, WWP, WPC, WX	N/A	21-85 years old, min 2 years experience**	£1 000.00	£500.00	£1 000.00

\* Drivers aged 26 and over are allowed a max. of 6 points from the last 3 years, with no drink-driving, under the influence of drugs or driving with no insurance convictions in the last 4 years. No vehicle related accidents in the last 3 years (irrespective of fault) and no suspensions in the last 3 years.

\*\* All driver under 26 years of age require 4 years of driving experience, must have had zero points on their licence and have had no accidents (irrespective of fault) since gaining their licences.