

Rent conditions

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Thank you for renting with InterRent!

InterRent is a trademark of the Europear Group of companies which is operated in the UK by Goldcar Rental UK Limited, a company registered in England and Wales under company number 11291374 and whose registered office is located at James House, 55 Welford Road, Leicester LE2 7AR.

In accordance with these Terms and Conditions of Hire ('T&Cs') we (InterRent) will have the following obligations:

A.to rent a Vehicle (being a car which will be the same as or similar to the vehicle that you specify in your booking) plus any requested accessories ('Accessories' (being general accessories which form part of the Vehicle such as, for example, locking wheel nuts, parcel shelves and boot covers and items added to the Vehicle by us, such as booster cushion, child seats and satellite navigation units)) to you (being the person named in the Rental Agreement (as defined below) and the person who signs it) for the period of time that is specified in the Rental Agreement and which shall not exceed 28 days (the "Hire Period").

B.to provide certain ancillary services with all of our rentals and to offer you other ancillary services or products which are available at an extra cost.

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

- ·the booking confirmation email (where you have pre-booked your rental online or through our reservation centres);
- •the Rental Agreement including, if applicable, its specific conditions which is the document you sign at the time of check-out or the first day of rental;
- ·the Tariff Guide to additional costs;
- ·the Light Damage Charges Schedule and the Tyre Charges Schedule;

together the 'Contract'

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

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



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

These T&C's will apply to:

- 1.1. you because you are the person who is paying for the rental and any associated costs and you may also be a driver;
- 1.2.any other driver who is expressly named on the Rental Agreement and who is therefore authorised to drive the Vehicle;

2.WHO CAN RENT AND WHO CAN DRIVE?

2.1.Who can rent?

Any person who:

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

o we accept credit or debit cards to pay the hire charges, fuel and other Accessories. The main driver of the car rental contract must be the cardholder of either a MasterCard or VISA credit card.

o We do not accept payment by prepaid cards, Postepay, Gift cards or Diners Club.

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

ID Mandatory

Passport Mandatory if you are not a UK resident

Driving license Mandatory

(see section 2.3.3 below for further details)

2.2. Verifying and approving your identity for rental:

- 2.2.1. If you live in the UK: before we can let you hire a Vehicle from us, in addition to photographic ID (ie., driving licence or passport), we will:
- verify your identity and home address by using a third party authentication checking system. You will have to provide paper-based proof of identity (such as a utility bill or bank statement that shows your home address) that is less than 3 months old on the date you pick up the Vehicle from us. It may be helpful to have such documentation with you just in case as, if we need such paper based proof of identity and you can't provide it when we ask you for it, we won't be able to hire a Vehicle to you. Paper based proof will not be acceptable for those paying in cash; and
- access an eligibility score about you based on socio-demographic data and then check your accident claims and motor fraud history via a claims and underwriting database. You give your explicit consent to such information being processed by us and our providers for the purposes of hiring a Vehicle under these T and Cs. If you pass this check *and* your identity and home address is successfully verified then we can let you have a hire Vehicle but if you fail this check we won't be able to hire a Vehicle to you irrespective of whether your identity and home address is successfully verified.
- 2.2.2. If you live outside the UK: when collecting your vehicle you must present your passport (a European ID card would be accepted if written in English, too), your return ticket and your contact details in the UK. These documents and information are mandatory, without them you would not be able to collect your vehicle.

2.3. Who can drive the Vehicle? (the "Driver")

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

- 2.3.1.they are expressly mentioned and fully identified on the Rental Agreement as either the hirer or an additional driver;
- 2.3.2.they have provided a valid driving license and a valid identification document according to the requirements of section 2.2 above; and
- 2.3.3.they hold a full and valid driving license



o**UK driving licence holders**: must have held a full and valid driving licence for a minimum of 12 months that satisfies the endorsement restrictions shown in the Rental guide section of the InterRent website (https://www.interrent.com). UK driving licence holders must provide validation of their driving record each time they hire a Vehicle from us to drive in the UK and will need to use the DVLA online service "Share Driving Licence" to view and create a one-time passcode. Each Driver should go to https://www.gov.uk/view-driving-licence where she/he will be asked to submit his/her driving licence number, National Insurance number and home postcode. The passcode, which will be valid for a maximum period of 21 days from the point it is generated, must be presented to us and still be valid when picking up any Vehicle from us. If we need to check the Driver's licence with DVLA for any reason (other than by using the Share Driving Licence passcode) then you agree to pay the DVLA Contact Charge that is set out in the Tariff Guide;

o**Non UK driving licence holders:** must have held a full and valid driving licence for a minimum of 12 months. Licences issued overseas must be clearly identifiable as a driving licence, otherwise an international driving licence will be required. Some licences are only valid in the country of issue e.g. India, so an international driving licence is required. A Passport and proof of entry/exit into/out of the UK (e-tickets acceptable) must also be produced;

and

2.3.4.they comply with the minimum age requirements of being 21 years old or more.

oDrivers undertheageof25maydriveourVehiclesbuta "**Young Driver Surcharge**" (as set out in the Tariff Guide) up to a maximumchargeperrentalwill apply to all Drivers aged between 21 - 25. Driverswhoare 25 years old or morewillnotpaythissurcharge.

oDriverswho haveheldtheirdrivinglicenseforlessthan4yearswillalsobe required topayafeeperdaywithamaximum chargeperrental(please, seethespecificcostsset out in the Tariff Guide).

Onlythe Young Driver Surchargewillapplyifthe Driveris both undertheageof25andhasheldadrivinglicense for lessthan4years.

- 2.4. Who cannot drive the Vehicle? (an 'unauthorized driver')
- 2.4.1.Any person that is **not** expressly mentioned or identified on the Rental Agreement as a Driver (see section 2.3 above); and
- 2.4.2. Any person who cannot provide valid identification documents as indicated in sections 2.1.3 and 2.2 and 2.3 above.
- 2.4.3.An unauthorized driver will not be covered by any of the insurance or protection products we offer. Only third party liability insurance (compulsory protection) will apply.
- 2.4.4.lf you allow an unauthorized driver to drive the Vehicle then you are considered to be in breach of the Contract and you will be responsible for any consequences that may arise as a result. This will include compensating us for any damage caused by you and/or the unauthorized driver.

3.WHERE CAN I DRIVE A VEHICLE?

- 3.1. Having hired a Vehicle from us you may not take it (nor permit it to be taken) outside mainland UK.
- 3.2. Please be aware that you must comply with all road traffic regulations in the UK when you drive the Vehicle and you must ensure that the Vehicle you are driving complies with the UK road traffic legislation.

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

You can rent a passenger car which you must drive in accordance with its intended use; being for the carriage of varying numbers of people (depending on the manufacturer's recommendations).

5.WHAT ARE MY OBLIGATIONS TOWARD THE VEHICLE?

When renting a Vehicle from us both you and/or any Driver (who, for the purposes of this section, will be included in the term 'you') must comply with the following obligations:

- 5.1.Return the Vehicle and its keys, Accessories and documentation to us:
- 5.1.1.at the return station identified in the Rental Agreement;
- 5.1.2.by the expiry time and on the date specified on the Rental Agreement, noting that we allow you a grace period of 59 minutes after the expiry time and date (please see sections 5.12 and 11.1.5 below); and
- 5.1.3.in the condition that we provided them to you at the start of the Hire Period, subject to any normal wear and tear.



If you do not return the Vehicle as stipulated in this section 5.1 then we will take all necessary measures outlined in these T&Cs and, in particular, in its section 11 (What will happen when I return the Vehicle?).

- 5.2. Never drive the Vehicle outside the UK mainland (see section 3.1 above).
- 5.3.Drive the Vehicle in accordance with all applicable road traffic laws and regulations and ensure that you are familiar with all relevant local laws and driving regulations.
- 5.4.Ensure that any luggage or goods transported in the Vehicle are secured to the extent they will not cause damage to the Vehicle or cause risk to any passengers or to any third party or to any third party property.
- 5.5.Treat the Vehicle with due care and respect and make sure that it is always locked and protected by its anti-theft devices when it is parked or left unattended.
- 5.6. Never drive the Vehicle whilst you are under the influence of alcohol, hallucinatory drugs, narcotics, barbiturates, other illegal drugs or any other substance (whether legal or illegal) that is liable to impair your driving ability.
- 5.7.Not fit any roof or bike rack or any tow bar nor allow anyone else to do so. If these are already fitted you must not (nor allow anyone to) modify them. You must not fit winter tyres (nor allow anyone to do so) or make any other modifications to the Vehicle without our prior written consent. You will be responsible (even if we give consent) for any damage caused by the fitting of winter tyres or subsequent exchange to normal tyres or for any other modification.
- 5.8.Not smoke in the Vehicle nor allow anybody else to do so. If we reasonably think that smoking has happened in the Vehicle you must pay our Special cleaning / valet charge which is described in section 9 (What are the other fees / charges that I may have to pay ?) below.
- 5.9.Refill the Vehicle with the correct type of fuel. If unsuitable fuel is added then you will be responsible for all reasonable expenses incurred by us in the repair of any damage that may be caused to the Vehicle which will be calculated in accordance with the rules described in section 12 (*Damage to the Vehicle*) below.
- 5.10.Make routine inspections in respect of the Vehicle condition: for example, oil and water and coolant levels, front and rear windscreen washer fluid and tyre pressures and take any preventive actions necessary to keep the Vehicle in good working order.
- 5.11.Do not use the Vehicle nor allow the Vehicle to be used:
- 5.11.1.for rehire; neither can you mortgage, pawn, sell or in any way pledge or attempt to or give anyone any legal rights over the Vehicle or any part of it or any of its Accessories;
- 5.11.2.to carry passengers for hire or reward;
- 5.11.3.to carry more passengers than is recommended by the Vehicle's manufacturer;
- 5.11.4.to carry flammable and/or dangerous merchandise; toxic, harmful and/or radioactive products or those that infringe applicable local laws and regulations, or to transport merchandise with a weight, quantity and/or volume in excess of what is recommended by the Vehicle's manufacturer;
- 5.11.5.for racing, off-roading, reliability trials, speed testing or to take part in rallies, contests, or trials, wherever they are located, official or not;
- 5.11.6.to transport live animals (with the exception of Assistance Dogs, subject to our prior written consent. Please refer to section 24.1 for full details as to our Animal Policy);
- 5.11.7.to give driving lessons;
- 5.11.8.to push or tow another vehicle or trailer (except where the Vehicle you are renting is already fitted with a tow-hook when the maximum load will be 1,000 kilo);
- 5.11.9.on gravel roads or roads that are unfit for motor vehicles or where the surface or condition of it involves risks for the tyres or for the underside of the Vehicle or for the Vehicle itself, such as beaches, forest paths, mountains, etc.;
- 5.11.10.to intentionally commit an offence
- 5.11.11.for being transported on board any type of boat, ship, train, lorry or aeroplane; or inside the 'no-traffic' lanes of ports or airports / aerodromes and/or in similar places not generally accessible to public traffic; or in refinery or oil company premises / installations.
- 5.12.As indicated in section 5.1 above, return the Vehicle and its keys, Accessories and any documentation to us by the expiry time and date specified in the Rental Agreement. We allow you a grace period of 59 minutes after the expiry time and



date and if you don't return the Vehicle within this period then we will charge you:

- 5.12.1.the daily charge for each day (or part day) that you keep the Vehicle beyond the expiry time and date specified in the Rental Agreement plus an unauthorised Extension Charge (the cost for which is set out in the Tariff Guide); and
- 5.12.2.for damage caused to the Vehicle (if any) as set out in section 12 below up to the value of the damage Excess amount that you agreed at the start of the Hire Period provided always that you have not done something or failed to do something which compromises or invalidates the insurance and protection provisions (see section 25 below).
- 5.13. You must not allow any unauthorised driver to drive the Vehicle which includes you deliberately allowing the unauthorised driver access to the Vehicle or the access being acquired due to your negligence, negligent act or failure to act .

If you fail to fulfil any or all of these obligations then, it may cause the insurance and protection provisions (set out in section 25 below) to be compromised and/or invalidated and you will be responsible for and will pay to us all reasonable costs of any detrimental consequences, loss and/or damage that may arise as a result. In addition we reserve the right to demand immediate return of the Vehicle if the contracted and/or optional insurance coverage and complementary services are compromised and/or invalidated

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

The basic hire charge includes the following services:

- 6.1.Technical assistance to the Vehicle for breakdown recovery due to mechanical faults (not driver error or abuse) see further details under sections 8.3 and 14.1 below)
- 6.2.Our Basic Cover which includes Collision Damage Waiver ('CDW') and Theft Waiver ('TW')
- 6.3. Third party liability insurance
- 6.4.Limited / Unlimited Mileage (depending on the applicable rate or product)

7. WHAT OTHER SERVICES ARE AVAILABLE THAT ARE NOT INCLUDED IN MY RENTAL?

We do offer the following additional services or products but the cost for each one (as shown in the Tariff Guide) will be charged in addition to the rental charge:

- Additional Driver
- Additional rental days
- · Child seats and Booster cushions
- ·MiFi devices.
 - DVLA Contact fee

- Optional Protection Covers
- Refuelling and Smart Return

·Satellite Navigation units

- Diesel vehicle charge
- Alternative Pick-Up Location Charge .

8.WHAT IS INCLUDED IN THE PRICE I PAY?

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

The price you will pay comprises the following items:

- 8.1. The daily rental charge for the Vehicle for the agreed number of calendar days (this will include the standard inclusive ancillary services (see section 6 above for details)).
- 8.2. The cost of both third party liability insurance and our Basic Cover which includes collision damage (CDW) and theft (TW) waiver covers for any Driver.
- 8.2.1.If you haven't purchased any of the Optional Protection Covers that we offer, you will be responsible for paying an amount up to the Basic Cover Excess value shown in the Tariff Guide together with all relevant charges each time the Vehicle is damaged or stolen during the Hire Period whether or not you were at fault.
- 8.2.2. Neither our Basic Cover (CDW / TW) nor any of our optional protection covers protects you from:

oloss of or damage to the Vehicle and/or Accessories caused by Driver abuse, negligence or breach of the Contract. In these circumstances you will be responsible to pay the sums set out in section 12 below in full and your liability will not be capped at the Excess amount; or

opersonal injury or death of the Driver or associated consequences



oany goods or personal possessions that you carry in a Vehicle (which are carried at your own risk) or which are left in the Vehicle when you return it to us.

- 8.2.3. You must comply with all of the terms and conditions of the Contract so that our third party liability insurance and/or collision damage waiver and/or other Optional Protection Covers (whichever apply) are not compromised and/or invalidated. If you do not do so then we and/or any provider of those products (whichever applies) may decline to accept responsibility for any loss of or damage to the Vehicle arising during the Hire Period. If cover is declined, you will be liable to pay the sums set out in section 12 below in full and your liability will not be capped at the Excess amount.
- 8.3. Subject to section 14.1 below you will have the benefit of around the clock breakdown service for the Vehicle for the duration of the Hire Period.
- 8.4. Any other services you choose to add at your further cost (see section 7 above).
- 8.5. Value Added Tax.
- 8.6.Any additional Charges that are linked to you personally (for example: your age if you are a young Driver).

9.WHAT ARE THE OTHER FEES / CHARGES THAT I MAY HAVE TO PAY?

- 9.1.The Deposit
- 9.1.1. The deposit will have been explained in the confirmation email that was sent to you if you booked your Vehicle on <u>our websites</u> or via our Reservations Centres, or alternatively it will have been explained to you in person.
- 9.1.2. The deposit amount varies between light vehicles and compact vehicles. Further details about the Vehicle groups and the deposit amounts is available in the website. These are the amounts that will be treated as described under section 19.1 below unless you have taken out one of our Optional Protection Covers.
- 9.1.3.To ensure there is no confusion (and in case you did not book through the websites or via our Reservations Centres) we want to confirm that in addition to the cost of the daily rental charge (that you either prepaid at the booking stage or will pay at the time of pick-up) we will ask you to leave us with some security for any additional charges that may arise during your use of the Vehicle over the Hire Period. This security is in the form of a financial deposit (the deposit policy is shown on our website).
- 9.1.4.If you need any additional information regarding the deposit please refer to section 19 below ('Must I pay a deposit before picking up the Vehicle?') or contact us by phone on **0207 862 1732**(calls will cost 8 pence per-minute plus your phone company's access charge) and we'll try to answer any questions you may have.

9.2.Charges

We may charge you for various services that we will carry out as a result of incidents that may occur during the Hire Period and/or how you used the Vehicle. **These charges (inclusive of VAT) are listed in the Tariff Guide that is included in the document attached to your confirmation email and/or which is provided to you when you pick up the Vehicle**. Such charges include, *but are not limited to*, the following:

9.2.1. Relating to Fines and Penalties

oYou are responsible for and will pay all charges arising from:

§any congestion or parking charges or failure to pay them;

§a breach of any parking restrictions or a road traffic offence or any other offence or infringement involving the Vehicle such as (but not limited to) lane infringement; tunnel, turning and bus lane charges including the costs from the Vehicle being clamped, seized or towed away; and any other charges/costs (or failure to pay them) levied by a relevant organisation or issuing authority;

§If the Vehicle receives a fine or penalty during the Rental Period, you will be responsible for full payment of the fine as well as a Third Party Administration Charge as set out in the Tariff Guide.

You are and will remain primarily liable for such charges and you hereby consent to us notifying such organisations of your personal details to effect a transfer of liability.

olf we are required to deal with such correspondence we will charge your credit/debit card for our Third Party Administration Charge as set out in the Tariff Guide. You have the right to challenge that Third Party Administration Charge within 14 days of the date of the invoice . The Third Party Administration Charge will only be refunded if you can provide supporting evidence to show that the issuing authority (i) has rescinded the fine or penalty; and (ii) confirms that the original charge did not apply in any event.



olf we receive a penalty charge notice that is issued for the Vehicle during your Hire Period and which is capable of being paid, we may pay it so that we mitigate the cost of it. Where we, at our discretion and for whatever reason, choose to pay such charges you will reimburse us the said charge plus our Third Party Administration Charge (for each charge we pay or each time we deal with such correspondence). If we do pay it then we will take the following actions:

§we will inform you by letter that we have paid the penalty and we will enclose an invoice for the cost of the penalty plus our Third Party Administration Charge; and

§we will tell you that we intend to take the money for the cost of the penalty from your credit/debit card within 14 days of the date of our letter unless you write to us with a legitimate reason why the fine or penalty should not have been paid

§if you do not contact us or you admit the validity of the fine or penalty then we will take the money from your credit/debit card on the 15th day following the date of the letter

§if you do contact us with a legitimate reason as to why the fine or penalty should not be paid then we will put this to the issuing authority. If the issuing authority refuses your appeal then we will confirm this to you and then take the money for the cost of the penalty and our Third Party Administration Charge from your credit/debit card. If the issuing authority allows the appeal and both rescinds the fine or penalty and confirms to us that the original charge did not apply in any event then we will not take any money from your credit/debit card.

9.2.2.Other Charges

Any additional charges that are linked to other events which take place during your rental. All such charges are set out in the Tariff Guide and include - <u>but are not limited to</u> - the following examples:

requirement for breakdown assistance arising as a result of your own acts or omissions (for example lost keys or use of incorrect fuel)

charges for damage suffered to the Vehicle see section 12 below

a 'reservation amendment' or 'modification' charge as set out in the Tariff Guide each time you modify any details of your booking and you give us less than 48 hours notice before the Hire Period is due to start or for any modifications that you wish to make once the Hire Period has started

special cleaning / **valet charge** if it is necessary to return the Vehicle to the same condition it was in before the start of the Hire Period (including for smoking in the Vehicle) at the cost set out in the Tariff Guide

charges for lost or stolen or damaged keys (whether or not you are at fault for the loss, theft or damage) plus the Light Damage Administration Charge set out in the Tariff Guide

an 'Excess Mileage Charge' (see the Tariff Guide for the cost of this) for any additional miles you travel over and above the mileage allowance (if any) included in the rental charge. Unless the Customer purchases the additional UNLIMITED MILEAGE product (see the Tariff Guide for the cost of this) or the additional cover offered by Goldcar.

extension of your Hire Period

You agree that if you fail to make a payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due then we may cancel the Contract and demand the immediate return of the Vehicle. We will only take this action if we have reasonable belief that you may not pay the amounts you owe and we have requested you to explain the position and you have failed to do so satisfactorily

9.3. Foreign Exchange Rate

All automatic refunds related to these T&Cs (e.g. unused fuel, deposit, etc.) are always made in $\pounds(GBP)$ even if you were originally charged in a different currency on collection. We do not accept responsibility for the possible expenses involved in the transaction (e.g. bank commission charges).

9.4. Any environmental tax payable shall depend on the vehicle band as follows:

- X, AA, 4A, BB, CC, CG, C1, M & N: €0.5 per day
- D, DD, T, R, E, RK, S, F, FF, L, J, JJ & I: €1.5 per day
- G: €2 per day
- V & VV: €4 per day



- K, P & PP: €5 per day

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

10.1. When you pick up the Vehicle from us you will be asked to sign a section on the Rental Agreement that describes the Vehicle's condition at that particular time. Before you sign the Rental Agreement you should inspect the Vehicle and any Accessories for any pre-existing damage.

10.2.If you notice any apparent defect or damage that is not described on the Rental Agreement then you should ensure a note is made on the Rental Agreement and that we both sign the change to it.

10.3. Where it isn't possible to check pre-existing damage to the Vehicle and any Accessories at the time of pick-up you must notify any such damage to us within 24 hours of the start of the Hire Period. Notification of such damage should be made by phoning 0800 0280 999 and selecting option 4.

10.4.If you don't notify us of any pre-existing defect or damage then we will assume that you have accepted the Vehicle and any Accessories in the condition set out on the Rental Agreement and we will charge you for any new damage that is discovered when the Vehicle and any Accessories are inspected by both parties when you return the Vehicle.

11.WHAT WILL HAPPEN WHEN I RETURN THE VEHICLE?

- 11.1.Return of the Vehicle generally
- 11.1.1.You should return the Vehicle to the InterRent Branch on the date and at the time shown on the Rental Agreement.
- 11.1.2. You are responsible for any fuel you use during the Hire Period. We will charge you to refuel the Vehicle at our published rates on the date of return (which are much higher than forecourt prices and include a refuelling charge_) if you do not return the Vehicle to us filled to the same level of fuel as it was provided to you at the start of the Hire Period and you have not purchased our 'Smart Return' (for further details see Refuelling Charge set out in the Tariff Guide).

11.1.3. Personal property

We are not responsible for any loss of or damage to any personal belongings placed in or on the Vehicle which will at all times be your responsibility. You must not leave any personal belongings in or on the Vehicle when you return it to us (you are responsible for checking and removing your personal belongings from the Vehicle). Any personal belongings left in or on the Vehicle which remain unclaimed 2 months after the end of the Hire Period will be disposed of.

11.1.4.Early Return

If you return the Vehicle before the return date and time stated on the Rental Agreement then the Hire Period will end when you return the Vehicle to the InterRent Branch and hand the Vehicle keys to a InterRent agent. However, in these circumstances, we will not refund any unused prepaid daily rental or Accessory charges to you.

11.1.5.Late Return

In the event that the Vehicle is not returned on the date shown on the Rental Agreement, and if we do not hear from you for a period of 24 hours concerning the delay in its return we will regard the Vehicle as having been stolen and will report this to the police. We will take all lawful means to recover the Vehicle (which may include repossessing it or applying for a Court Order requiring you to return it and/or pay us an amount equal to the Vehicle's market value). If we have to take such steps then:

oyou give us permission (and cannot withdraw it) to access your premises for the purposes of repossessing the Vehicle so long as we do not use unreasonable force or cause damage; and

owe will be entitled to charge you an additional day at the daily rental rate and a daily unauthorised extension fee (as set out in the Tariff Guide attached to these T&Cs) for each rental day that you keep the Vehicle beyond the return date unless you can show that you no longer have the Vehicle through no fault of your own;

oyou must pay the charges as set out in the Tariff Guide in addition to any fines, tolls, penalties arising as a result of demands made by issuing authorities and our reasonable and proper legal or professional costs (to the extent not covered by the Tariff Guide).

11.2. Attended check-in of the Vehicle during opening hours

When you return the Vehicle to us you should take the opportunity to:

- 11.2.1.ensure you have removed all of your personal belongings (you are responsible for checking the Vehicle); and
- 11.2.2.inspect the Vehicle together with our agent and countersign the check-in document which includes a record of any new



damage (from that described on the Rental Agreement at the time of pick up or which you notified to us in accordance with the provisions of section 10.3). The procedure detailed in sections 12.3 and 12.6 will then apply.

11.3. Unattended check-in of the Vehicle

If you opt for our "out of hours" returns service or if you are unable or refuse to inspect the Vehicle with us when you return it then we will inspect the Vehicle on our own and you accept that you are responsible for all charges, fees and damage to or loss of the Vehicle until we have checked the Vehicle back in.

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

- 11.3.1.lf, during our inspection, we discover new damage to the Vehicle (from that described on the Rental Agreement at the time of pick up or notified to us in accordance with the provisions of section 10.3) the procedure detailed in sections 12.5 and 12.6 will then apply.
- 11.3.2.We shall not be responsible for any loss, theft or damage of any nature, related to any objects and/or belongings and/or tools that have been transported in or on, or that may be found in or on, the Vehicle.

12.DAMAGE TO THE VEHICLE

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12.1.As set out in section

5 (What are my obligations toward the Vehicle?) and, in particular section 5.1, you are obliged to return your Vehicle and its keys, Accessories, or documentation to us in the same condition as they were at check out, subject to any fair wear and tear.

- 12.2.Our vehicles are working assets and, if you fail in any way to comply with the obligation set out in section 12.1 above:
- 12.2.1.we are entitled to repair the Vehicle at our convenience so that it is restored to this condition; and
- 12.2.2.you will be liable to pay the damage charges detailed in sections 12.8 to 12.18, regardless of whether the damage was caused by you or a third party (including a third party with whom you have had an accident or a Government, authority or organisation whether in or outside the UK which has seized the Vehicle and/or its keys, Accessories, or documentation), unless:

oany of the damage charges detailed in sections 12.8 to 12.18 are covered by our Optional Protection Coveras described in section 25 of these T&Cs (Insurance and Protection Provisions) and the Tariff Guide or any other associated excess reduction products; or

oit was caused by our fault or negligence or our breach of this Contract;

owe have received a payment from a liable third party, to the extent detailed in section 12.2.3.

12.2.3. Where you pay the damage charges as detailed in sections 12.8 to 12.18 and subsequently:

oa third party admits, or is subsequently determined by a relevant court to be responsible for some or all of the damage; and

owe recover sums from the third party or the third party insurer. We will assess whether we have recovered more than our overall loss and reimburse you, as appropriate.

Damage identified upon the return of the Vehicle and in your presence:

- 12.3.If Light Damage (as defined in section 12.8), or the need for a Tyre Replacement (as defined in section 12.12), is identified upon the return of the Vehicle when the inspection is made in your presence and in the presence of our agent or its representative, and if you acknowledge the damage by signing the statement of return of the Vehicle, we will provide you with an invoice detailing the applicable charges and, to the extent that the charges can be determined at the check-in, will charge the credit/debit charge card you supplied to us at the time of pick-up with either:
- 12.3.1.the charges detailed in sections 12.8 to 12.14; or
- 12.3.2.the Excess amount under our Optional Protection Covers,

whichever is the lower amount.

12.4.If you contest the damage and/or the invoice by refusing to sign the statement of return for the Vehicle, or where the charge cannot be determined at the time of check-in, then we will send you the documents outlined in section 12.5 and you have the option to follow the procedure in section 12.6 below.



Damage identified upon the return of the Vehicle and in your absence:

- 12.5.If damage is identified during the inspection of the Vehicle by us in your absence we will send to you the following documents by email or by post:
- 12.5.1.the statement of return for the Vehicle detailing all the damage we identified;
- 12.5.2.pictures of the damage; and
- 12.5.3.an invoice detailing the applicable charges.

Querying the Damage Charges:

- 12.6. You have fourteen (14) days from the date on which the email or the letter detailed in section 12.5 above is sent to you to challenge your liability for the damage identified and/or the charges levied by us. If you do not challenge within this period of fourteen (14) days, we will invoice the charges to you and will charge the credit you supplied to us at the time of pick-up with either:
- 12.6.1.the charges detailed in sections 12.8 to 12.18; or
- 12.6.2.the Excess amount under our Optional Protection Covers.

whichever is the lower amount.

12.7.Please note that depending upon the type of Protection product you have subscribed to (see the *Insurance & Protections Provisions* under section 25 of these T&Cs) and provided you have complied with all applicable local laws and these T&Cs you may not be charged for the full cost of the damage and the maximum amount you may be required to pay will be the Excess amount (as described in *Insurance & Protections Provisions* under section 25 of these T&Cs).

Damage Charges:

Light Damage

- 12.8.Any minor damage to the Vehicle (or the loss of (or damage to) the Vehicle's keys, Accessories, or documentation) which is listed in our Light Damage Charges Schedule is classified as 'Light Damage '. Examples of Light Damage to the Vehicle include small scratches, chips or dents to any part of the Vehicle (including certain repairs to the windscreen and tyres, as listed in the Light Damage Charges Schedule which can be found on the home page of our website: www.interrent.com.
- 12.9. Where the Vehicle has suffered Light Damage, notwithstanding your obligations to us under section 5 above, this means the Vehicle does not necessarily require immediate repair for safety or cosmetic reasons before it can be rented to another customer.
- 12.10.In relation to Light Damage suffered by the Vehicle during your Hire Period therefore you will pay us:
- 12.10.1.the pre-agreed fixed sum(s) set out in the <u>Damage Policy</u>. This contains a list of charges broken down by the Vehicle type and the nature of the Light Damage; and
- 12.10.2.a Light Damage Administration Charge which is set out in the Tariff Guide.
- 12.11. The pre-agreed fixed sums(s) in the Light Damage Charges Schedule are set by us at an amount that seeks genuinely to estimate the sums that we would have to pay our suppliers to repair the Light Damage (or to replace the Vehicle's keys, Accessories, or documentation). In the case of Light Damage you will have the certainty of paying a pre-agreed fixed sum and you will not pay a Loss of Use Charge or a separate Engineer's Charge.

Tyre Replacement

- 12.12.Any damage to the tyre which requires us to replace the tyre on the Vehicle with a new tyre that is listed in our Tyre Charges Schedule (which can be found on the home page of our website: www.interrent.com) is classified as a 'Tyre Replacement'.
- 12.13.In relation to a Tyre Replacement you will pay us:
- 12.13.1.the pre-agreed fixed sum(s) set out in the Tyre Charges Schedule. This contains a list of charges, broken down by tyre; and
- 12.13.2.a Light Damage Administration Charge which is set out in the Tariff Guide.
- 12.14.The pre-agreed fixed sums(s) in the Tyre Charges Schedule are set by us at an amount that seeks genuinely to estimate the sums that we would have to pay our suppliers to replace the tyre. In the case of a Tyre Replacement you will have the



certainty of paying a pre-agreed fixed sum and you will not pay a Loss of Use Charge or a separate Engineer's Charge.

Serious Damage

12.15.Subject to section 12.18, any damage other than Light Damage to the Vehicle or a Tyre Replacement is classified as ' **Serious Damage** '.

12.16.In relation to Serious Damage suffered by the Vehicle during your Hire Period you will:

12.16.1.pay us the sums we become liable to pay to our suppliers in recovering and/or repairing the Vehicle, for which you will indemnify us as a debt; and

12.16.2.pay us the following charges:

oa Loss of Use Charge which is a charge to take account of our loss of revenue while the Vehicle is being repaired. We calculate the Loss of Use Charge on the basis of the daily rental rate set out in the Rental Agreement. The number of days charged by us for loss of use of the Vehicle will comprise:

ofor Serious Damage other than Serious Damage to the windscreen:

§one day for the Vehicle to be taken in for repair;

§one day for each period of four hours (or part thereof) of labour required by the relevant supplier to effect the repair; and

§one day for the Vehicle to be returned to us and checked in following the repair,

§for Serious Damage to the windscreen, two days,

in each case, adjusted to reflect the estimated percentage utilisation of our fleet, which is calculated quarterly; and

oan Engineer's Charge which is set out in the Tariff Guide; and

oa Damage Administration Charge which is set out in the Tariff Guide.

12.17.In relation to sections 12.8 to 12.16, we inform you that:

12.17.1.where a repair or part replacement inevitably puts the Vehicle into a better condition than it was at the start of the Hire Period the amount for which you are liable to us will not be reduced to reflect the new for old replacement and/or the pre-existing condition of the Vehicle; and

12.17.2.you will not receive any credit to reflect the benefit that we may subsequently receive in the context of any commercial arrangements that we may have in place with our suppliers because of our overall relationship with them (including its size).

Total Loss

12.18. Where we evaluate any damage caused to the Vehicle as being sufficiently serious that its repair would not be possible, or our Engineer determines it would be uneconomic or impractical to repair, we refer to this as 'Total Loss'. In the event of a Total Loss, sections 12.15 to 12.16 do not apply, and you will:

12.18.1.pay us the sums (for which you will indemnify us as a debt) representing the pre-accident value of the Vehicle and any Vehicle recovery charges, less any sums that we recover in respect of the Vehicle when it is sold for salvage; and

12.18.2.pay us:

oa Loss of Use Charge which is a charge to take account of our loss of revenue on the Vehicle which is a Total Loss. We calculate the Loss of Use Charge on the basis of the daily rental rate set out in the Rental Agreement, adjusted to reflect the estimated percentage utilisation of our fleet, which is calculated quarterly. The charge is payable in respect of each day, or part day, after the end of the Hire Period up to the point that the Vehicle is sold for salvage;

oan Engineer's Charge (this is set out in the Tariff Guide); and

oa Damage Administration Charge which is set out in the Tariff Guide.

Damage to Third Parties

12.19.Unless, during the Hire Period, your Vehicle is covered by one of our Optional Protection Covers(which automatically includes third party liability insurance) you will be responsible for the cost of any damage you cause to another party, their property, the vehicle they are in and any and all uninsured losses that are otherwise incurred during the Hire Period. Please



refer to sections 14.2.4 and 25.3 of these T&Cs for more details concerning your obligations to us and your potential liability to third parties.

Seizure of the Vehicle

- 12.20.If, after check-out of the Vehicle, the Vehicle and/or its keys, Accessories, or documentation is seized by any Government, authority or organisation whether in or outside the UK, you must pay:
- 12.20.1.for any damage suffered by the Vehicle and/or its keys, Accessories, or documentation in accordance with sections 12.8 to 12.18; and
- 12.20.2.the cost of any restoration or repatriation charges we incur together with any penalties or fines arising as a direct result of the Vehicle's seizure; and
- 12.20.3.a Loss of Use Charge to compensate us while we cannot rent the Vehicle out to another customer (which will be calculated on the basis of the daily rental rate set out in the Rental Agreement for each day (or part of a day) in excess of the Hire Period and until the Vehicle is checked in by us as returned)

unless these damages or costs or Loss of Use Charges are due to our fault or negligence or our breach of this Contract.

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

Throughout the Hire Period we will expect you to look after the Vehicle, the keys and any Accessories against loss or damage (however that arises). If you fail to do so then you will be responsible to pay the sums set out in section 12 above.

- 13.1.Save for customary inspections such as oil and water levels; coolant; windscreen washer fluid levels and tyre pressures that should be regularly checked during normal use of the Vehicle to keep it in good working order neither you nor anyone else is allowed to work on the Vehicle or make any modifications to it without our prior written consent. If consent is required for work to be undertaken on the Vehicle and we give such consent we will only refund you for the work upon receipt of a valid and lawful invoice. If damage is caused to the Vehicle you will be liable to pay the sums set out in section 12 above.
- 13.2. The Vehicle is provided to you with tyres in a condition and number that meets with the traffic-legislation requirements of the UK. In the event of damage to any one of the tyres (other than by ordinary wear and tear or latent defect) whilst we will immediately arrange to replace it you will be liable to pay the sums set out in section 12 above.

14.WHAT SHOULD I DO IN CASE OF ACCIDENT OR MECHANICAL BREAKDOWN?

14.1.In case of breakdown

14.1.1.If a warning light appears on the dashboard or the Vehicle develops any fault during the Hire Period you or any other Driver must call the telephone number stated on the notice affixed to the lower left hand side of the Vehicle's windscreen for assistance.

olf the Vehicle breaks down or is involved in an accident/incident during the Hire Period we will, as soon as possible, recover and repair the Vehicle so that it is rendered functional.

olf the Vehicle cannot be repaired we will (where possible) provide you with an alternative Vehicle of an equivalent standard and size to the Vehicle for the remainder of the Hire Period.

olf we cannot repair the Vehicle or provide you with an alternative vehicle we will provide you with a refund for any part of the Hire Period that you have paid for but not received the benefit of.

14.1.2.lf, and only if, the breakdown or accident or incident is due to our negligence or wilful default then we will not charge you for the recovery and/or repair (if any).

Should we consider that the breakdown is caused by the negligence or deliberate misuse or if loss of or damage to the Vehicle arises as a result of a breach of the Contract by you and/or any additional Driver and/or any unauthorised driver then you will be liable to pay the sums set out in section 12 above and your liability will not be capped at the Excess amount.

14.2.In case of an accident or incident

- 14.2.1.If there is an accident/incident you or any authorised driver must tell us immediately on **0800 0280 999**. If you don't do so, or you continue to use the Vehicle, then you are responsible for any loss and/or damage caused to the Vehicle or to a third party resulting from the use of the Vehicle as well as all applicable charges set out in the Tariff Guide.
- 14.2.2. Should we consider that the accident or incident is caused by the negligence, deliberate misuse or a breach of the Contract by you and/or any additional Driver and/or any unauthorised driver and/or our collision damage waiver does not apply or is invalidated as a result of an act or omission (please see the Insurance and Protection provisions set out in section 25 below for further information as to when our collision damage waiver applies and when it is invalidated) then we reserve



the right to recharge the cost of recovery in full to you and you will be liable to pay the sums set out in section 12 above.

14.2.3.If you or any other Driver has an accident/incident you or that other Driver must:

opay the relevant charges as required by these T&Cs;

onot admit or accept responsibility;

oobtain and notify us of the names and addresses of all involved, including witnesses;

omake the Vehicle secure and tell the police straight away if anyone is injured or the road is blocked or if any property has been damaged;

otell us of the accident or incident on 0800 0280 999

ocomplete and return the accident report form that we will supply if required.

- 14.2.4. You will use your best endeavours to supply us with full details of any third party(ies) and third party vehicle(s) involved in any accident/incident with the Vehicle. Failure to do so may invalidate the Optional Protection Cover (if it is applicable to your rental).
- 14.2.5. You will, at our request, do all that is reasonably and lawfully required by us or any provider of any other product that you opt to take and allow your name and the name of any Driver to be used by us (or any provider of the product) for enforcing any rights or remedies against any persons in connection with the Vehicle.
- 14.2.6.We will not (either on our own behalf or on behalf of any insurers) waive any rights under the Contract or any applicable insurance policy unless we do so in writing (which must be signed by us or the insurer as applicable).

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

You will receive a final invoice once all elements of your rental have been settled. You will pay or be charged the full amount in one or in several lots as agreed between us.

- 15.1.If you book a Vehicle online:
- 15.1.1. You may prepay for your booking, (however you make the booking) for example, the daily rental charge of the Vehicle and Accessories for the Hire Period and for any additional services or products. Your means of payment will be debited by the agreed amount but you will not receive an invoice for that prepayment as the confirmation email will be deemed the receipt for this. Once you have returned the Vehicle to us then we will establish whether any additional fees or charges apply and will supply an invoice to show the full charge for the Hire Period. This invoice will be sent to you via email.
- 15.1.2.If you decide not to prepay for your booking, you will be charged at the time you pick up your Vehicle for the amount of the rental charges for the Vehicle plus the deposit and for any Accessories or additional services or products or additional Drivers or protections you decide to take out before you take the Vehicle away. The cost for this will be shown on the Rental Agreement and will be agreed with you before you sign the document. Any additional fees or charges will be charged, if applicable, when you return the Vehicle (if they can be calculated at that time) and we will supply an invoice to show the entire cost of the Hire Period. This invoice will be sent to you via email.
- 15.1.3.If, after the Hire Period has terminated, we become aware that you have incurred extra charges such as fines or tolls or caused damage to and/or loss of the Vehicle and/or Accessories then we will charge you the relevant sums set out in these T&Cs at a later date.

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

16.1. Modification

- 16.1.1. You can modify your booking free of charge provided you let us know at least 48 hours before the Hire Period is due to start. Please be aware that new rental prices, delivery or collection times may apply and other aspects of your rental may change if you modify your booking. Wherever possible you should use the same communication channel that you used when booking the Vehicle, alternatively, you can call the InterRent Branch (the number for which can be found on the InterRent website or on your confirmation email). We will let you know if the modification to your booking is possible. If it is possible, we will tell you about any changes to the rental which would be necessary as a result of your requested modification and ask you to confirm whether you wish to go ahead with the modification to your booking.
- 16.1.2.We will charge you for a Reservation Amendment (or Modification) Charge as set out in the Tariff Guide each time you amend any details of your booking and you give us less than 48 hours notice before the Hire Period is due to start or for any modifications that you wish to make once the Hire Period has started.
- 16.2. Cancellation and No Show



16.2.1. Prepaid Rentals

If you have prepaid your booking online via our direct booking channels:

oBookings paid through the Interrent website can be cancelled online free of charge, up to a period of 24 hours prior to collection, unless a non-refundable rate has been contracted.

§To obtain the refund of prepaid amount, you must access the 'My Bookings' section of the InterRent website and proceed to cancel the corresponding reservation. At the final step of the cancellation process, you will be redirected to the InterRent payment gateway, where you can verify that the refund has been successfully made.

§If you do not qualify for a refund, the amount charged (taxes, surcharges and other costs included), will be fully withheld as compensation.

16.2.2. Pay on arrival rentals

olf you have not prepaid for your rental then you may modify or cancel your rental free of charge up to the time of pick up.

olf you lodge your credit/debit card details with us we will guarantee your Vehicle until close of business on the day your rental is due to start. However, if you use this facility to guarantee your reservation and you either don't pick up the Vehicle on the day or don't give us two or more hours' notice to cancel before the rental start time then you agree that we may charge the No Show Charge set out in the Tariff Guide against that credit/debit card to reflect the fact that we held the Vehicle for you without any rental transaction ultimately taking place.

17. WHAT IF I WANT TO EXTEND MY RENTAL AGREEMENT?

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

- 17.1.If we agree to extend the Hire Period you must pay us an Extension Charge (at the rate shown in the Tariff Guide) before the end of the Hire Period.
- 17.2.If such an extension means that the Hire Period will exceed a period of 28 days then you must:
- 17.2.1.return the Vehicle to the InterRent Branch where you picked it up and pay any outstanding amounts due; and
- 17.2.2.negotiate the hire of a new vehicle and enter into a new Rental Agreement with us.
- 17.3.If you do not contact us in time, or do not pay the Extension Charge, then, we will charge you the daily charge for each day (or part day) that you keep the Vehicle beyond the end of the Hire Period *plus* an Unauthorised Extension Charge. If we consider it to be appropriate then we will also have the right, without prior notice, to take any legal action necessary to effect the immediate return of the Vehicle. Please note that unless we expressly agree to the extension you will no longer be insured to drive the Vehicle.
- 17.4. The cost for both the Extension Charge and the Unauthorised Extension Charge can be found in the Tariff Guide.

18.WHAT IS THE FUEL POLICY?

- 18.1.The rules applicable to fuelling and refuelling of a Vehicle depend on the country of rental and the type of rental product you have selected. Please check carefully the rules applicable for every rental you make. Please ask our Branch staff for details of all available options when you collect the Vehicle.
- 18.2.All Vehicles are supplied with fuel in the tank. 3 options may then be made available to you:

18.2.1.Return the Vehicle with the same level of fuel

oWe provide you with a Vehicle with a full or partially full tank of fuel. The fuel level will be recorded on the Rental Agreement.

oWe will block the cost of a full tank of fuel against your credit/debit card + plus the Refuelling Charge of £25

oYou return the Vehicle with the fuel tank filled to the same level as it was provided at the start of the Hire Period.

oYou pay nothing for either refuelling charge or fuel.

If you have taken up this same option and the Vehicle is not returned with the same level of fuel in the tank you will be charged the cost of the missing fuel at the national average litre price published by https://www.rac.co.uk/drive/advice/fuel-watch/ plus a Refuelling Charge at the price shown in the Tariff Guide.

18.2.2.Return the Vehicle with a different level of fuel



If you have not taken up the Smart Return (see 18.2.3 below) and the Vehicle is not returned with the same level of fuel in the tank (see 18.2.1 above) you will be charged for the missing fuel according to the fuel policy set out on our website https://www.interrent.com/ plus a Refuelling Charge at the cost shown on the Tariff Guide.

18.2.3.Smart Return

oAt pick up you pay for the price of a full tank of fuel plus the Smart Return fee shown in the Tariff Guide. The price of the fuel will depend on the Vehicle category.

oYou may return the Vehicle with whatever fuel is left in it. We will not charge you for refuelling the Vehicle and we will also reimburse you for any unused fuel.

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

As we have already stated in section 9 (What are the other charges I have to pay?) you will be required to provide a security deposit when you pick up the Vehicle. The amount of the deposit is shown on the confirmation email sent to you at the time of your booking.

19.1. You can pay the deposit by credit/debit card and we've set out below what will happen for each payment method. If you have prepaid your daily rental charges we will need to see the card that you used for the prepayment before we release the Vehicle to you but you can pay for your deposit using a different payment method (credit or debit card) if you wish.

| Vehicle to you but you can pay for your deposit using a diffe | rent payment method (credit or debit card) if you wish. |
|---|---|
| Credit cards: | we will request an electronic authorisation from the issuing bank to ring-fence the deposit value against the card but we will not actually withdraw the funds. The available credit on |

Debit cards:

the card will be reduced by the deposit value but the amount will not appear on your monthly statement. Provided there are no extra charges and/or fees to pay when you return the Vehicle to us at the end of the Hire Period and it has been checked in then the deposit amount will be released. we will request an electronic pre-authorisation from your bank to ring-fence the deposit value against your debit card account. Whilst we do not physically withdraw the money at this stage you must have sufficient funds in your bank account to cover the deposit. Please note that the funds available to you in your bank account will be reduced by the pre-authorised amount so you should ensure that other payments you may need to make from this account will not be compromised as a result. Provided there are no extra charges and/or fees to pay when you return the Vehicle to us at the end of the Hire Period and it has been checked in then the deposit amount will be released. This release may be reflected as a change to the available balance or a reversal of the pre-authorised amount

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

19.3.If there are no additional charges that need to be paid for when you return the Vehicle to us at the end of the Hire Period then the deposit value will be released to your credit or debit card (whichever applies to the method of payment you used to provide the deposit at the start of the Hire Period). Please note that it may take up to 14 working days for the deposit monies to be available in your credit or debit card account depending on your bank or card provider.

20.HOW IS INTERRENT PROTECTING AND USING MY PERSONAL INFORMATION?

- 20.1. Protection of the Personal Information
- 20.1.1.We collect and process your personal information strictly in accordance with the requirements of the Data Protection Legislation (being the Data Protection Act 2018 and the General Data Protection Regulation (EU Regulation 2016/679)) to the extent necessary to assist us in providing you with Vehicle rental services and to maintain and improve our administration.
- 20.1.2. You are informed of any information that we need to collect whether in the InterRent Branch or online or via our Reservation Centres.
- 20.1.3. You should note that some of the recipients of the personal information may be located in countries where data protection legislation does not provide a sufficient level of protection equivalent to English law. **By continuing to use our**



services or the website and by providing any personal information, you consent to such transfers, storing and processing of your personal information outside the European Economic Area, including to countries where under their local laws you may have fewer legal rights.

20.1.4. You have a right to access, rectify and delete the personal information concerning the rental. You may exercise this right by sending a letter to the following address: *The Director of Legal Services, Goldcar Rental UK Ltd, James House, 55 Welford Road, Leicester LE2 7AR.*

20.2.Use of the Personal Information

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

- 20.2.1.For the purposes of the rental to verify identity, process and collect payment under the Contract, monitor fraud and deal with any issues before, during and after the Hire Period.
- 20.2.2.We will obtain information from third parties concerning you and/or any Driver(s) to decide whether to rent a Vehicle to you. Before your rental starts we will check your identity and that of any Driver(s) by carrying out an identity check. We may pass your personal information to third party agencies for the purposes of checking your identity and that of any named Driver and they may keep a record of any search that they do. This identity check will leave an electronic note or "footprint" on your record but will not affect your credit rating; it is not used as part of the credit vetting process and the information is not sold to third parties.
- 20.2.3.We will keep a record of any breach of the Contract, suspected fraud or accident history to help us with future decisions about you and/or any named Driver.
- 20.2.4.We may give the personal details on the Rental Agreement, and details of your performance of obligations under the Rental Agreement to companies that are part of the Europear Group as well as its franchisees; to credit reference agencies, DVLA, HM Revenue and Customs, the police, debt collectors (including solicitors) and any other relevant organisation.
- 20.2.5.We may also give the personal details to the British Vehicle Rental and Leasing Association ("BVRLA"), who may pass the details on to any of its members to help them decide whether they will accept you or any Driver(s) as a customer. Our data protection policy is available at: https://www.interrent.com/privacy-policy.
- 20.2.6.Where you have agreed we will use the personal information for marketing purposes such as special promotions and loyalty programs.

By accepting these T&Cs you expressly acknowledge having granted your explicit consent with the privacy policy contained in this section 20 and on the website at https://www.interrent.com/privacy-policy.

21.ARE THE VEHICLES EQUIPPED WITH A TRACKER?

- 21.1.To maintain and protect the Vehicle and to prevent and detect crime we may use electronic devices to monitor the condition, performance and operation of a Vehicle and/ or to track a Vehicle's movements. This information may be used both during and after termination of the Hire Period.
- 21.2.By accepting these T&Cs you expressly acknowledge having granted your explicit consent to the use of such electronic devices.

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

22.1. Our Liability

- 22.1.1.We will be responsible for personal injury or death that is caused by our negligence
- 22.1.2. You accept that in certain circumstances it will not be possible to provide you with a Vehicle or to provide you with the Services you have reserved. In such circumstances, or if we are in breach of this Contract, you agree that our maximum liability for any losses (including any loss of profits, loss of business, business interruption, or loss of business opportunity) in contract or tort will be limited to the value of the Vehicle hire and/or any ancillary services you reserved during the booking process.

22.2. Customer Service

- 22.2.1.Wherever your rental took place you can choose to consult with the Customer Services department in your country of residence. Your Customer Services team will contact the country of your rental on your behalf and try to resolve your query.
- 22.2.2.You can contact the UK Customer Services team by email to cs@interrent.es
- 22.2.3.We'll aim to respond to your query or complaint within 14 working days of receiving your communication. If we can't respond in these timescales, we'll tell you why and let you know when we aim to reply to you.



- 22.2.4.If we have to contact you we will do so by writing to you at the email address you provided to us at the time of your booking.
- 22.2.5.lf, after you have consulted with our Customer Services team, you have a further dispute in regard to your query then you have the right to appeal to our the UK trade association ("BVRLA") details of which can be found under section 23.2.
- 22.2.6.We are under a legal duty to provide Vehicles that are in conformity with the Contract. Nothing in these terms will affect your legal rights or remedies. For detailed information please visit the Citizens Advice website (www.citizensadvice.org.uk).
- 22.3. Applicable Law and Jurisdiction

In case of any dispute regarding your rental under this Agreement, the applicable law will be English law and the dispute will be subject to the jurisdiction of the English and Welsh courts.

23.IS THERE A CODE OF CONDUCT APPLICABLE TO THE CAR RENTAL INDUSTRY?

23.1.We (Goldcar Rental UK Limited) are a member of the British Vehicle Rental and Leasing Association ('BVRLA') and we operate according to the BVRLA code of conduct and, if necessary, subject to its conciliation service. Further details about BVRLA can be obtained at the following address: https://www.bvrla.co.uk/.

24.GENERAL

24.1.Animal Policy

- 24.1.1.We do not allow any animals other than assistance dogs (' Assistance Dogs') to be transported in our Vehicles.
- 24.1.2.We do not supply dog guards or any other form of animal restraint for our Vehicles. If you are travelling with an Assistance Dog you are therefore responsible at all times for its behaviour, safety and well-being. This responsibility includes ensuring that the Assistance Dog is suitably restrained at all times so that it remains safe and does not distract the Driver or cause risk or injury to you or any other passengers sharing the Vehicle with you.
- 24.1.3.We do not under any circumstances accept liability for damage suffered by the Vehicle or for injury caused to the Assistance Dog or to you or the Driver or to any passengers as a result of your failure to keep the Assistance Dog appropriately restrained and/or controlled.
- 24.1.4.In addition you are required to return the Vehicle to us in the same condition as it was at the start of the Hire Period (fair wear and tear excepted). If it is returned to us in a dirty or messy and/or damaged condition to the extent that it will require specialist cleaning and/or repair before it can be rented to the next customer then you will be liable for the Special Cleaning/Valet Charge described in the Tariff Guide and/or to pay the sums set out in section 12 above.

24.2.Notifications

All notifications that need to be served on either you or us in regard to your Rental Agreement will be sent to the address indicated in the Rental Agreement unless either of us notifies the other party to the contrary.

24.3.End of Rental Agreement

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

owe have told you about an error or a change in the price or description of the Vehicle you have booked and you do not wish to proceed;

owe have suspended hire of the Vehicle for technical reasons, or notified you we are going to suspend hire of the Vehicle for technical reasons, in each case for a period of more than 14 days without providing a suitable alternative vehicle to replace the (suspended) Vehicle for the remainder of the Hire Period; or

oyou have a legal right to end the Contract because of something we have done wrong

24.3.4.If the Contract ends it will not affect our rights under the Contract including the right to receive and/or claim any



amounts which you owe to us under the Contract.

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

25.INSURANCE AND PROTECTION PROVISIONS

- 25.1.This section 25 summarises the protection and insurance products we offer that are designed to cover your potential financial exposure if any of the following circumstances occur whilst you are renting and using one of our Vehicles. Without them, you will be personally responsible for the financial consequences:
- 25.1.1.Liability to a Third Party which means **other people's** bodily injury or death and / or damage to their property that occurs because of an accident or incident that you may cause.

oDamage to a third party's property could include a third party's vehicle and its contents, buildings or their contents, machinery or personal possessions.

oThe cost of any business interruption associated with either the third party's injury or death and/or the damage to their property will also form part of this liability

- 25.1.2. Damage to or theft of the Vehicle . This may be a result of a collision or an attempted theft and need to be repaired or it may be so badly damaged that it is irreparable and we write it off; or it may be stolen and not recovered
- 25.1.3.If you are the Driver of the Vehicle at the time of a collision and you are responsible for the collision taking place then whilst any injured Passengers may be covered by our Third Party Liability insurance your own death or injuries, together with the possible associated consequences of it, will not.

25.2. Definitions

For the purposes of these Insurance and Protection provisions we have given the following words or expressions a particular meaning:

Abnormal use: means that your use of the Vehicle whilst you are in charge of it doesn't comply with the Road Traffic laws that prevail and/or does not meet with the requirements of these Rental terms and conditions and/or does not meet with the standards of driving that would be expected of a reasonable and prudent driver

Accident Report means a full and complete signed statement (including any other document(s)) which records all of the facts of an accident or incident as they occurred (for example, how the event occurred, the nature of the damage to the Vehicle, the location where the incident took place, the dates and circumstances and any potential witness details)

Basic Cover means our standard protection product of collision damage (or damage liability) waiver and theft waiver covers that are included in rentals. Provided you have complied with these Rental terms and conditions and have not committed a breach of any applicable laws, your financial liability for the total charge for damage resulting from an accident or incident or the theft or attempted theft of a Vehicle will be no more than the Excess amount

Bodily Injury (or bodily injury) means any physical injury or psychological damage suffered by a person that is caused as the direct result of an accident; it is not something that is intentionally self-inflicted and it does not result from sickness or disease

Book value: means the value of the Vehicle calculated by an industry recognised system which provides a figure that is the difference between the retail value and the trade value of the Vehicle at the time of the incident.

Collision (or collision) means the impact of the Vehicle with another fixed or moving body or object

Cover (or protection) in these Insurance and Protection Provisions applies to the means by which your financial liability for any damage to or loss of a Vehicle is limited to the Excess amount. It should be noted that this Cover or protection is not provided by way of an insurance policy

Excess amount is a specified sum of money that, provided you have complied with these Rental terms and conditions and have not committed a breach of any applicable laws, is the maximum amount we will charge you for the damage caused to the Vehicle as a result of a collision or its attempted theft during the Hire Period; or the loss of a Vehicle if it is written off because it is irreparable or if it is stolen and we do not get it back. The Excess amount is a non-waivable sum that is governed by the conditions of the Protection product you have purchased.

Hire Period means the period of time you wish to rent the Vehicle from us. This is specified on the Rental Agreement and will not exceed 28 days

Loss of Use is a charge to take account of our loss of revenue: (i) while the Vehicle is being repaired or while it has been



seized; or (ii) on a Vehicle which is a Total Loss (as described in section 12). We calculate Loss of Use on the basis of the daily rental rate set out in the Rental Agreement

Passenger means *any person other than the Driver* that is being transported or is travelling in or on the Vehicle on a gratuitous basis. A Passenger is viewed as a Third Party under the mandatory Third Party Liability insurance regimes

Relax Cover improves the cover offered by the Basic cover by reducing the Deposit amount on standard Vehicles to £300

Rental terms and conditions means the documents that, together, form the Contract which you acknowledge you have read and approved before you sign the Rental Agreement to rent any Vehicle from us and which set out the rights and obligations that will apply to both you and us throughout the Hire Period

Super Relax Cover is a package which improves the cover offered under the Basic Cover. However, whilst the Excess amount remains the same the deposit amount is reduced to £zero (see Clause 25.5).

Third Party means any party to an incident **other than the Driver of the Vehicle** . For the avoidance of doubt a Passenger is deemed to be a Third Party

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

25.3.Mandatory Third Party Liability Insurance

We are required by the laws of all of the countries in which we operate our vehicle rental services to insure our Vehicles against liability for the claims or actions of Third Parties. Third Party Liability insurance is therefore automatically included as part of our vehicle rental services and you will be covered for the consequences *others* may suffer as a direct result of your actions whilst you are driving the Vehicle up to the level legally required by the country in which you are renting the Vehicle.

25.3.1.What am I covered for?

You will be insured against liability for the following damage that you cause when you are using the Vehicle:

obodily injury or death suffered by Third Parties; and

oproperty damage sustained by Third Parties and losses and costs arising as a consequence of the damage.

25.3.2.What is excluded from the cover?

Third Party Liability insurance does not cover:

obodily injury or death that you (the Driver at the time of the collision) may suffer; or

oany damage to or loss of your personal property or possessions; or

oany damage caused to the Vehicle

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

You will be covered for the sums owed as a consequence of any Third Party Liability arising as the result of a collision that you may cause up to the level legally required by the country in which you are renting the Vehicle provided you have not committed a breach of any applicable laws (including any relevant road traffic regulations) or these Rental terms and conditions.

However, if you didn't comply with those laws and/or regulations and/or these Rental terms and conditions then, whilst our insurer will still fulfil its obligations to Third Parties under the Third Party Liability insurance policy, it may seek to recover from you some or all of the costs it may have paid to that Third Party as a result of the incident.

25.3.4. How to notify us?

Where an incident occurs that involves Third Parties it is important that you do your utmost to report the collision to the First Call Assist telephone reporting line (**0800 0280 999**) at the earliest possible opportunity providing full details of both the incident and of the Third Party. This will allow us to defend our case against the Third Party (if you are responsible for the incident) or to recover costs from the Third Party (if the Third Party is responsible for the incident).

BASIC COVER PROTECTION

25.4. Basic Cover



Our *Basic Cover* limits your financial exposure for damage caused to the Vehicle whilst it is in your care. Provided that you comply with the applicable laws and these Rental terms and conditions then we will pay for any damage to the Vehicle that exceeds the Excess amount (including any Engineer's Charge and Loss of Use Charge calculated as indicated in section 12.16.2 and 12.18.2, but not the Light Damage Administration Charge or the Damage Administration Charge, which you will remain liable to pay). You can reduce or eliminate the Excess amount by purchasing our Super Relax Cover (See Clause 25.5) or Mega Relax Cover (See Clause 25.7) instead of the Basic Cover.

The Basic Cover is included in the daily rental charge of your rental. We do not accept personal car insurance policies or any third party waiver products that can be purchased online via a Broker or similar trader.

The Basic Cover does not cover the loss or theft of or damage to objects or property, (including luggage or goods) that are deposited or kept or transported in or on the Vehicle by you or by any Passenger.

25.4.1.What does this protect me against?

The Basic Cover limits your liability for damage to the Vehicle to a maximum sum of the Excess amount plus the Light Damage Administration Charge or the Damage Administration Charge in circumstances where:

oyou collide with a fixed or moving object; or

othe Vehicle is subject to an act of vandalism while you are driving or using it; or

oduring a collision any glass or lights or reflectors are damaged or broken or tyres are damaged or punctured;

othe Vehicle and any Accessories is stolen following an occurrence of breaking and entering (Accessories being any supplementary component that is installed in or on the Vehicle that improves its specification)

othere is an attempted theft of the Vehicle and of any Accessories;

othe Vehicle is subject to any act of vandalism whilst it is stationary and left unattended by you

oany glass or lights or reflectors are damaged or broken; or if tyres are damaged or punctured as a result of the theft

25.4.2. What is excluded from the Protection?

oThe Basic Cover will not operate to limit your liability as set out above in circumstances where damage to or the theft of the Vehicle is caused:

§by the wilful acts of the Driver; or

§by an explosion or fire in (or to) the Vehicle because you are using it to transport dangerous goods (dangerous goods being any product or substance that, due to its nature and/ or main characteristics, is reasonably considered to be dangerous and which, if not transported with appropriate caution and safety, could cause harm to the Vehicle, and to any Third Party within a reasonable distance of the Vehicle); or

§by the Vehicle hitting a bridge, car park barrier or other overhead object; or

§to the underside of the Vehicle as a result of your breach of section 5.11.9 of these T&Cs (What are my obligations towards the Vehicle?)

§by its total or partial theft or an act of vandalism whilst the Vehicle is left unattended; or

§by your negligence (which is behaviour that falls below the standards expected of a reasonably sensible person in similar circumstances) or the negligence of your Passengers (for example: a fire caused by the use or disposal of cigarettes or cigars; or where the Vehicle is stolen or damaged as a result of keys being left in the Vehicle whilst it is unattended or having been delivered to an unauthorised person; or your failure to use the anti-theft system appropriately when the Vehicle is left unattended, or any failure by you to return the keys to us or if you left the Vehicle unlocked when you weren't using it;); or

§because the keys are lost or stolen

§Loss of or damage to your own property that is being transported or kept in or on the Vehicle during the Hire Period is not covered by the Basic Cover.

oBasic Cover will not in any event offer protection for theft of or damage to personal and / or work related goods or possessions and any goods being transported in or on the Vehicle.

25.4.3.What must I do to benefit from the Protection?

The minimum requirements are that you must:



ocomply with these Rental terms and conditions and all applicable law and local traffic regulation when you are driving the Vehicle;

onotify us within 24 hours of the date on which the incident took place and, in any event, before the end of your Hire Period. Notification should be made to First Call Assist on telephone number **0800 0280 999** providing full details of the incident.

oln case of theft, you must:

§**comply with these Rental terms and conditions as they apply to the theft or potential theft of a Vehicle

§**notify the local police of any incident or event immediately or as soon as is reasonably practicable and provide us with the police report or evidence that the theft has been notified to the police.

§Notify the pick up Branch, within 24 hours of the time you discover the Vehicle is missing and forward the keys to us at the place you picked the Vehicle up.

25.4.4.What is the amount of my financial exposure?

Provided you have complied with these Rental terms and conditions and the applicable law and road traffic regulations then the maximum you will have to pay us:

oin respect of damage to the Vehicle is the Excess amount plus the Light Damage Administration Charge or the Damage Administration Charge (whichever applies in the circumstances) which you will remain liable to pay; or

oln case of theft is the Excess amount plus any applicable charges as set out in the Tariff Guide.

OPTIONAL PROTECTION COVERS

You can choose to limit your financial exposure further by purchasing the following Protection products. Please be aware that there are nevertheless limits as described below.

25.5.Relax Cover

25.5.1.Purchasing this cover, deposit amount will be reduced to £300 and we will reduce excess cover related to tires and glass to zero. We'll also cover:

oRefuelling mistakes (up to a maximum cost of £500) or out of fuel issues (when we will send assistance to collect the Vehicle). Damages and other necessary additional services are not covered.

oRescue: where the Vehicle has been driven on unsuitable roads, beaches & forest areas (up to a maximum cost of £500). Damages and other necessary additional services are not covered.

oPremium Roadside Assistance in cases of:

§Broken Lateral/Rear Windows (we send assistance on road);

§Lost/Damaged Keys (transfer to the nearest location, key shipping, etc.). Costs related to key material replacement are not covered.

§Flat Tyres. Damages and other necessary additional services are not covered.

25.6. Super Relax Cover

25.6.1.In buying this cover the Excess amount required under the Basic Cover is reduced to zero and we also include the following:

oWheels, Tyres, Hubcaps, Locks, Windows, Side and Rear-view Mirrors, Undercarriage, Motor, Towing service after accident, Taxi (transportation), Clutch, Battery, Locks, Copy of the key and delivery of the key to closest InterRent location,

oDamage to oil sump, Catalytic convertor and Radiator

ozero Excess amount for any replacement vehicle that may be required in case of accident or breakdown or repair.

oFREE 24 hours Telephone Basic Roadside Assistance,

25.6.2. What is excluded from the Super Relax?

oThe Super Relax will not operate to limit your liability as set out above in circumstances where damage to the Vehicle is caused:



§by the wilful acts of the Driver; or

§by an explosion or fire in (or to) the Vehicle because you are using it to transport dangerous goods (dangerous goods being any product or substance that, due to its nature and/ or main characteristics, is reasonably considered to be dangerous and which, if not transported with appropriate caution and safety, could cause harm to the Vehicle, and to any Third Party within a reasonable distance of the Vehicle); or

§by the Vehicle hitting a bridge, car park barrier or other overhead object; or

§to the underside of the Vehicle as a result of your breach of section 5.11.9 of these T&Cs (What are my obligations towards the Vehicle?)

§by its total or partial theft or an act of vandalism whilst the Vehicle is left unattended; or

§by your negligence (which is behaviour that falls below the standards expected of a reasonably sensible person in similar circumstances) or the negligence of your Passengers (for example a fire caused by the use or disposal of cigarettes or cigars); or because the keys are lost or stolen (road assistance related to negligence also excluded).

§by refuelling mistakes or out-of-fuel issues.

oThe cost of replacement lateral and/or rear windows or punctured or flat tyres or lost or damaged keys is included in this cover but Roadside Assistance is excluded

oLoss of or damage to your own property that is being transported or kept in or on the Vehicle during the Hire Period is excluded from this cover.

25.7.Mega Relax Cover

This cover can only be purchased at the time you pick up your Vehicle (not in advance) provided you have already opted for our Super Relax cover. Mega Relax cover cannot be sold separately from the Super Relax cover. The cost of this Mega RelaxCover is shown in the Tariff Guide.

25.7.1.Mega Relax Covers:

oRefueling mistakes (up to a maximum cost of £500) or out of fuel issues (when we will send assistance to collect the Vehicle).

oRescue: where the Vehicle has been driven on unsuitable roads, beaches & forest areas (up to a maximum cost of £500).

oPremium Roadside Assistance in cases of:

§Broken Lateral/Rear Windows (we send assistance on road);

§Lost/Damaged Keys (assistance necessary to replace the key such as replacement, taxi to the nearest location, key shipping)

§Flat Tyres

26) DATA PROTECTION

Additional Information Regarding Data Protection 26.1.RESPONSIBLE Who is responsible for processing your personal data? Company: Goldcar Spain, S.L.U.

Address: Edif. Goldcar Ctra. N-332 Km.115, 03550 Sant Joan d'Alacant

E-mail: lopd@goldcar.com

26.2.PURPOSES

What is the purpose of processing your personal data?

In compliance with what is established by the European Regulation 2016/679 General Protection of Data, as well as any applicable national law, we would like to inform you that in Goldcar, S.L.U. we process the personal data that you provide for the following purposes:

- (i) Managing the contractual relationship involving the vehicle rental.
- (ii) Managing and invoice the vehicle rental.
- $(iii) Managing\ possible\ incidents\ including\ damages\ incurred\ during\ the\ vehicle\ rental\ period.$



(iv)Managing the administrative procedures and communications that could derive from the contractual relationship.

(v)Keeping you promptly informed, via e-mail or any other equivalent means, of all deals, products, services and promotions, from the company or other third parties, which could interest you, also by e-mail.

(vi)Developing promotional activities by companies within the transport and touristic sector who collaborate in activities implemented by Goldcar.

(vii)Managing the registration process of this loyalty program if you would like to be a part of the Goldcar Club.

(viii)Creating a commercial profile based on the evolution of the commercial activity in relation with the reservations booked. To that effect, we would like to inform you that no automated decisions will be made based on such profile. 26.3.DATA RETENTION PERIOD

How long will we keep your data?

We would like to inform you that your data will be kept as long as it is needed for the delivery of services or contractual relationship, and as long as you do not request its elimination, as well as the necessary time to comply with the legal obligations that correspond to each type of information.

26.4.LEGITIMATION

What is the legitimation for the processing of your personal data?

The legitimation basis for the processing of your personal data consists of:

The legal basis that constitutes the processing of your personal data for the processing of (i), (ii), (iii) and (iv) stated in section 2 above is based on the execution of a contract with Goldcar with respect to the other services that you have requested.

Likewise, the legal basis for the processing of your personal data for the processing stated in sections (v), (vi), (vii) and (viii) is based on the express consent that you grant for each purpose during the collection of the personal data that you provide through the vehicle bookings.

26.5.RECIPIENTS

Who receives your personal data?

Your personal data will be provided to third parties in order to process the payment of the reservations booked (i.e. banking or financing institutions that own the payment methods used, payment gateways).

Additionally, Goldcar can provide your data to insurance companies for the management and processing of damages incurred during the rental period.

We would like to inform you that your data herein can be provided to companies within the Goldcar Group, detailed in the https://www.goldcar.esweb page for internal administrative purposes.

Also, your data can be proved to public authorities and entities (administrative o judicial) for those instances when the legal regulation establishes so.

Data international transference:

Additionally, we would like to inform you that your data can be transferred to countries outside the European Economic Area, depending on the location of the rental vehicle (especially Turkey) solely for the purpose of providing the service requested.

In regards to the statement above and in compliance with article 49.1 b) of the General Regulation of Data Protection of the EU 679/2016 in terms of the Personal Data Protection, such international transfer will be needed in order to execute the contract subscribed between you and Goldcar. If the destination country is Turkey, the recipient will be the Goldcar Oto Kiralama Ticaret, AS company.

26.6.RIGHTS

What are your rights when you provide your personal data to us and how can you exercise them? You have the right to access your personal data, as well as to request the modification of incorrect data or, if appropriate, request its elimination when the data is not necessary anymore for the purposes they were collected for, among others.

In certain circumstances, you can request the limitation on the processing of your data, in which case we will only keep it for the exercise or claim defense.

In certain circumstances and according to your particular situation, you can oppose to the processing of your data. Goldcar will stop processing the data, except for imperative legitimate reasons, or the exercise or defense of possible claims.

Likewise, you can exercise the right of portability of data, as well as to withdraw the consents granted at any moment, without it affecting the legality of the processing based on the consent before its withdrawal.

If you would like to exercise any of your rights, you can contact us by sending a written communication with attention to the Goldcar Customer Service Department, at the address in Camino del Campet s/n. (Ctra. Valencia N-332, Km 115), 03550, San



Juan de Alicante.

The request form to exercise any of your rights must be accompanied by a copy of an official document that identifies you (National Identification Number or accreditation document).

Lastly, we would like to inform you that you can contact the Spanish Data Protection Agency and other competent public entities for any claim derived from processing of your personal data.

26.7.COOKIE POLICY What cookies do we use?

In order to know the cookies we use in this web page/mobile app, remember that you can access our Cookie Policy through the following link: [include hyperlink]

26.8.SOURCE

How did we obtain your data?

We would like to remind you that we can obtain your personal data directly through the social media if you register or start a session with your Facebook, Twitter or Google accounts.

The following are products we offer that you may buy when you pick up the Vehicle. These are not included in the rental charges. Some are optional

| Product | What does it do? | Cost (inc VAT) | | | | | | |
|--|---|-------------------------------------|--|--|--|--|--|--|
| Young Driver Surcharge | This is a mandatory charge for hirers and drivers under the age of 25 who are subject to our Basic Cover and any Optional Protection Cover. | £35 per day up to a maximum of £350 | | | | | | |
| Driving Licence Minimum Period | This is a mandatory charge for hirers and driver who have held a driving licence for less than four years | £25 per day up to a maximum of £250 | | | | | | |
| Additional Driver | The cost to authorise each additional person to drive a Vehicle and includes the Basic Cover | £12 per day up to a maximum of £120 | | | | | | |
| Unlimited mileage | For this additional daily cost there will be no restriction on the number of miles you may travel in the Vehicle each day during the Hire Period | £8 per day | | | | | | |
| DVLA Contact | This is the charge we make if we need to validate your driving licence with the DVLA | £20 | | | | | | |
| Out of hours collection | If you wish to collect your vehicle from an InterRent Station which is outside of that InterRent Station's normal opening hours | £60 | | | | | | |
| Smart Return | You can buy a full tank of fuel at the start of your Hire Period. If you buy this product then you can return the vehicle to us with any level of fuel in the tank, you will not be charged for refuelling and we will reimburse you any unused fuel. | £9.95 | | | | | | |
| Booster Cushion | Seating for young children (4 years +) | £12 per day up to a maximum of £120 | | | | | | |
| Child Seats | Full seating for young children (0-4 years) | £12 per day up to a maximum of £120 | | | | | | |
| Alternative Pick-up Location Charge | If you pick up the vehicle from a different InterRent Station than you originally planned, there will be a fee | £60 | | | | | | |
| MiFi | Portable Wifi | £14 per day up to a maximum of £140 | | | | | | |
| Satellite Navigation Units | GPS | £14 per day up to a maximum of £140 | | | | | | |
| Fast Track | Available only at Heathrow Branch when you collect your Vehicle Be at the front of the queue when you pick-up your vehicle. By paying this one-off fee you can cut your waiting time to a minimum | £10 | | | | | | |



UPGRADE CHARGES These are optional charges which will be applied per day if the booked vehicle is upgraded

| Upgrade Level | What does it do? | Daily Rate (inc VAT) |
|---------------|--|--|
| | | Daily Rate |
| 1-3 | It may be possible to upgrade your reserved vehicle to a different vehicle at the time of pick-up. Please ask for further detail at the time of collection | Between £5 and £300 per day depending upon the vehicle you originally booked and the vehicle you are upgrading into |

EXCESS REDUCTION PRODUCTS

These are optional Costs and are not included in the rental charges

| Product | What does it do? |
|-------------------|---|
| Super Relax Cover | This product can reduce standard Basic Cover Excess amounts applicable to small and large group vehicles to zero. For more information about the product please see section 26.1 of the T&Cs |
| Mega Relax Cover | Package of: Super Relax Cover and Premium Roadside Assistance |
| Relax Cover | Glass & Tyre Protection which reduces the Excess amount as it applies to glass and tyres to zero Package of: Premium Roadside Assistance subject to the Basic Cover Excess amount; and Deposit Reduction which reduces the amount you pay as a Deposit at the start of your Hire Period from £800 or £900 (depending on the Vehicle group) to just £300 |

| | RELAX | COVER | | | SUPER REL | AX COV | ER | | MEGA RELAX COVER | | | | |
|------|----------------|-------|----------------|------|----------------|--------|----------------|------|------------------|------|----------------|--|--|
| Days | All Categories | Days | All Categories | Days | All Categories | Days | All Categories | Days | All Categories | Days | All Categories | | |
| 1 | £12 | 15 | £141 | 1 | £32 | 15 | £268 | 1 | £3 | 15 | £45 | | |
| 2 | £24 | 16 | £142 | 2 | £64 | 16 | £270 | 2 | £6 | 16 | £48 | | |
| 3 | £30 | 17 | £143 | 3 | £78 | 17 | £272 | 3 | £9 | 17 | £51 | | |
| 4 | £40 | 18 | £144 | 4 | £104 | 18 | £288 | 4 | £12 | 18 | £54 | | |
| 5 | £50 | 19 | £152 | 5 | £130 | 19 | £304 | 5 | £15 | 19 | £57 | | |
| 6 | £60 | 20 | £160 | 6 | £156 | 20 | £320 | 6 | £18 | 20 | £60 | | |
| 7 | £70 | 21 | £168 | 7 | £161 | 21 | £336 | 7 | £21 | 21 | £63 | | |
| 8 | £80 | 22 | £176 | 8 | £162 | 22 | £352 | 8 | £24 | 22 | £66 | | |
| 9 | £90 | 23 | £184 | 9 | £171 | 23 | £368 | 9 | £27 | 23 | £69 | | |
| 10 | £100 | 24 | £192 | 10 | £190 | 24 | £384 | 10 | £30 | 24 | £72 | | |
| 11 | £110 | 25 | £200 | 11 | £209 | 25 | £400 | 11 | £33 | 25 | £75 | | |
| 12 | £120 | 26 | £208 | 12 | £228 | 26 | £416 | 12 | £36 | 26 | £78 | | |
| 13 | £130 | 27 | £216 | 13 | £247 | 27 | £432 | 13 | £39 | 27 | £81 | | |
| 14 | £140 | 28 | £224 | 14 | £266 | 28 | £448 | 14 | £42 | 28 | £84 | | |

** VEHICLE GROUP DESCRIPTIONS AND PROTECTION PACKAGE EXCESS VALUES:

| *Vehicle Group | Description | Vehicle Group codes | Basic Cover Excess | Super/Mega Relax Cover Excess |
|----------------|----------------------|--|--------------------|-------------------------------|
| Small | Mini/Economy/Compact | X / XG / AA / 4A BB / CC / CG / S / M | £1,400 | 50.00 |
| Large | Intermediate | D/DE/DD/DG/E/F/FF/L/LL/R/T/TA/N/V/VV/G/GG/GW/I/J/JJ/K/O/P/PP/Q | £1,400 | £0.00 |



You may incur some of the following Charges during your Hire Period. These are not included in the rental charges

| Service / Charge | What is the Charge for? | Cost Inclusive of 20%VAT (if applicable) | | |
|---|---|---|--|--|
| Excess mileage | Excess mileage charges will apply if the vehicle travels more than 90 miles per day (averaged over the length of the Hire Period). | £0.40 per mile for each mile driven over 90 miles per day | | |
| Unauthorised One-Way Fee | If you return the vehicle to a different InterRent Station than you originally planned then you will have to pay a one-way hire Fee. | £250 | | |
| Refuelling Charge | This will apply if you do not purchase our Smart Return Option and you return the vehicle to us without refilling the tank to the same level as it was at the start of the Hire Period | £25 | | |
| Diesel Fee | Diesel vehicles are available at the station, subject to an extra fee. Availability cannot be confirmed prior to pick up, must be requested at the time of pick up | £2.50 per day | | |
| Special cleaning / valet charge | This applies if you return the vehicle to us in a condition that requires more than our standard 'ready for rent' clean. For example, if someone smokes in the vehicle | £100 | | |
| | CHARGES FOR LOSS OR DAMAGE TO THE VEHICLE OR ACCESSORIE | S | | |
| Light Damage to the Vehicle | You will be notified of the charges with respect to Light Damage to the Vehicle (which are the fixed sums set out in the Light Damage Charges Schedule) once the Vehicle has been assessed at the end of the Hire Period. Light Damage is further explained in sections 12.8 to 12.11 of the T&Cs | You will be charged a Light Damage Administration Charge of £40 in addition to the fixed sums set out in the Light Damage Charges Schedule | | |
| Tyre Replacement | You will be notified of the charges with respect to a Tyre Replacement to the Vehicle (which are the fixed sums set out in the Tyre Charges Schedule) once the Vehicle has been assessed at the end of the Hire Period. Tyre Replacements are further explained in section 12.12 to 12.14 of the T&Cs | You will be charged a Light Damage Administration Charge of £40 in addition to the fixed sums set out ir the Tyre Charges Schedule. | | |
| Damage to the Vehicle other than (i) Light Damage and Tyre Replacement or (ii) where the Vehicle is determined by us to be a Total Loss | You will be notified of the charges with respect to damage to the Vehicle, once the Vehicle has been assessed at the end of the Hire Period. As explained in section 12.16.1 of the T&Cs, you will pay us the sums we become liable to pay to our suppliers in recovering and/or repairing the Vehicle. | You will be charged a Loss of Use Charge (calculated as indicated in section 12.16.2.1 of the T&Cs), an Engineer's Charge of £40 and a Damage Administration Charge of £80, in addition to the sums contemplated in the column to the left. | | |
| Damage to the Vehicle, where the Vehicle is determined by us to be a Total Loss | You will be notified of the charges with respect to damage to the Vehicle, once the Vehicle has been assessed at the end of the Hire Period. As explained in section 12.18.1 of the T&Cs, you will pay us the sums representing the pre-accident value of the Vehicle and any Vehicle recovery charges, less any sums we recover in respect of the Vehicle when it is sold for salvage. | You will be charged a Loss of Use Charge (calculated as indicated in section 12.18.2.1 of the T&Cs), an Engineer's Charge of £40 and a Damage Administration Charge of £80, in addition to the sums contemplated in the column to the left. | | |
| Accessories | Accessories comprise general accessories identified in the Light Damages Charges Schedule (such as locking wheel nuts, parcel shelves, boot covers etc) and items added to the car by us, such as Booster Cushions, Child Seats and Satellite Navigation Units. To replace Accessories identified in the Light Damage Charges Schedule which have been lost or damaged, we charge the fixed sums set out in the Light Damage Charges Schedule. | A Light Damage Administration Charge of £40 will be added to the charges for the replacement accessory(ies) identified in the Light Damage Charges Schedule. | | |
| Keys | The cost to replace lost, stolen or damaged keys can be up to £500 | A Light Damage Administration Charge | | |



You may incur some of the following Charges during your Hire Period. These are not included in the rental charges

| Service / Charge | What is the Charge for? | Cost Inclusive of 20%VAT (if applicable) |
|--|---|---|
| | depending on the make and model of the Vehicle | of £40 will be added to the charges identified in the Light Damage Charges Schedule for the replacement key |
| Vehicle Recovery Charge | Recovery of a vehicle that has broken down or damaged due to | £175 recovery charge |
| | customer negligence | £3 per mile towing |
| Light Damage Administration Charge | Applies if we have to charge you for Light Damage caused to the vehicle whilst you are in possession of it (and includes loss of or damage to Accessories or keys, as identified in the Light Damage Charges Schedule) or Tyre Replacements. This charge pays for the back-office resource required to process associated paperwork. | £40 |
| Damage Administration Charge | Applies if we have to charge you for damage (other than Light Damage or Tyre Replacements) caused to the Vehicle whilst you are in possession of it. This charge pays for the back-office resource required to process associated paperwork with respect to Serious Damage and Total Loss, including calculation of the applicable Loss of Use Fee and liaison with the engineer. This charge is in addition to the Engineer's Charge | £80 |
| Engineer's Charge | This applies if the Vehicle is damaged and needs to be repaired immediately. It pays for an engineer to liaise with the repairers to agree how it will be repaired and what it will cost. This charge is in addition to the Damage Administration Fee | £80 |
| | OTHER CHARGES | |
| Reservation Amendment or Modification Charge | To cover our administration costs each time you amend any details of your booking before the Hire Period is due to start and you give us less than 48 hours' notice of the change or for any modifications you may wish to make once the Hire Period has started | £5 |
| Cancellation Charge | This charge will be made if you tell us you wish to cancel your prepaid booking but you give us less than 2 hours notice | £35 |
| No Show Charge | This charge will apply if you did not cancel your pre-paid booking but you do not collect your vehicle | up to 5 days rental charge |
| Third Party Administration Charge | Applies if we have to provide your details to any third parties (for example for unpaid congestion or parking charges) or if we have to replace accessories or keys | £50 |
| Unauthorised Extension Charge (in addition to the daily rental charge) | Applies if you don't let us know that you wish to extend the length of your Hire Period at least 2 working hours before it is due to be returned to us | £40 per day |
| Statutory Charge for Vehicle Recovery by Police | The cost to redeem a vehicle if it is recovered by police because of your breach of these T&Cs (please refer to section 5 (What are my obligations towards the Vehicle?)) | £150 |
| Statutory Storage Charges following Police Recovery | Charges that are made by the police for storing a vehicle following its recovery by them | £20 per day |



You may incur some of the following Charges during your Hire Period. These are not included in the rental charges

| Service / Charge | What is the Charge for? | Cost Inclusive of 20%VAT (if applicable) |
|-----------------------|--|---|
| Agent Recovery Charge | The cost we incur if, because of your breach of these T&Cs (please refer to section 5 (What are my obligations towards the Vehicle?)), we have to instruct agents to recover a vehicle on behalf of the police | Between £200 & £400 in the UK Up to £2,000 from Europe |

Light Damage Charges Schedule





| Tyre | Charaes Schedule | | | | | | | | | inter | ⇔ re | nt |
|----------|------------------|-----------|-----|-----|-----|-----|------------|-----|-----|-------|-------------|------------|
| | | | | | | | TYRE WIDTH | | | | | |
| RIM SIZE | TYPE | Up to 165 | 175 | 185 | 195 | 205 | 215 | 225 | 235 | 245 | 255 | 265 & Over |
| 14 | Cars | 68 | 68 | 64 | | | | | | | | |
| 15 | Cars | 75 | 71 | 77 | 71 | 90 | 123 | | | | | |
| 16 | Cars | 68 | 97 | 106 | 102 | 87 | 107 | 128 | | | | |
| 17 | Cars | | | | | 127 | 116 | 126 | 111 | 132 | 170 | |
| 18 | Cars | | | | | | 154 | 146 | 133 | 183 | 163 | 191 |
| 19 | Cars | | | | | | | 222 | 197 | 183 | 169 | 243 |
| 20 | Cars | | | | | | | | | | | 178 |

<u>Supplementary charges</u>
Out of hours call out charge - £98 (any time after 17:00 to 09:00 the following morning)
Remote location call out charge - £32