

Terms and Conditions for the Hire of a Vehicle

1 Interpretation

1.1 Definitions:

Additional Driver: means any driver other than you who is authorised by us to drive the Vehicle in accordance with these Conditions.

Booking: means your request to hire a Vehicle from us.

Business Customer: means a business, firm, partnership or company that has a corporate hire agreement with us.

Business Hours: means the hours during which the location to which the Vehicle is to be returned is open and each opening hour shall be a "Business Hour"

Conditions: these terms and conditions as amended from time to time in accordance with clause 2.8.

Contract: has the meaning prescribed to it in clause 2.1.

Minor Damage: scratches less than 25mm long or any length if they have not broken the surface of the paint; dents less than 25mm in diameter which have not cracked the paint; stone chips less than 3mm in diameter and without any denting; wheel or wheel-trim scuffs without cracking or gouging; seat covers damage of less than 3mm in diameter; interior stains or marks than can be cleaned or polished out using our standard cleaning procedure.

Opening Hours: means the opening hours of the vehicle collection and return location that you select to collect and return the Vehicle when Booking which can be found on our website and at each of our car hire locations www.flizzr.com.

Optional Extras: those items selected by you at the time of Booking or on collection of the Vehicle. A full list of optional extras can be found on the booking page.

Optional Extra Fees: means the fees for hiring the Optional Extras (or any one of them) from us, as set out in the Rental Agreement.

Partner Organisation: has the meaning prescribed to it in clause 2.3 .

Premium Location Fees: this occurs for rentals at airports and train stations.

Pre-Paid Amount: means the sum paid by you at the time of placing a booking, as specified by us, towards the hire of the Vehicle.

Products: has the meaning provided in clause 15.1.

Product Fee means the fees for the Products you select to purchase from us in relation to your hire of the Vehicle as set out in the Reservation and the Rental Agreement.

Rental Agreement: the agreement setting out the particulars of the Vehicle you hire from us and to which these Conditions apply.

Rental Fees: means our fees payable by you for the hire of the Vehicle including, where applicable, any Optional Extra Fees, Products, Premium Location Fees, fees for Additional Drivers.

Rental Period: has the meaning prescribed to it in clause 5.

Required Documents: means for UK Residents: a full driving licence valid for the entire Rental Period and valid passport / ID card or utility bill or bank statement not older than 3 months at the time of vehicle pick up and for non-UK Residents a full driving licence valid for the entire Rental Period and passport (with no visa exemptions for the period of 6 months before the end of the Rental Period) or ID card valid for a period of at least 3 months beyond the end of the Rental Period.

Reservation: means your reservation of a Vehicle from a Vehicle Group for the Rental Period specified by you at the time of Booking.

Security Deposit: has the meaning provided in clauses 4.5 and **Fehler! Verweisquelle konnte nicht gefunden werden..**

Vehicle: means the car that you have agreed to rent from us for the Rental Period, as set out in the Rental Agreement (or any replacement that we provide). This includes its keys and all parts and accessories present within the Vehicle from the commencement of the Rental Period.

Vehicle Condition Report: means the additional report which is separate to the Vehicle condition summary included in your Rental Agreement that we complete which sets out the condition of the Vehicle at the time you take possession of it from us, which we can provide to you where you request this from us.

Vehicle Group: means a selection of vehicles grouped together with similar characteristics and features as we determine in our sole discretion from time to time.

We/us/our: FLIZZR is the lessor. FLIZZR is a brand of Sixt Rent A Car Limited, registered in England and Wales with company number 00440897.

You/your: means the person that rents the Vehicle from us and is named on the Rental Agreement.

1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (b) Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (c) A reference to writing or written includes email.

2 Basis of contract

2.1 The Contract is made between you and us and sets out our responsibilities to you and your responsibilities to us when renting a Vehicle and any Optional Extras. The Contract is made up of the following documents:

- (a) the Rental Agreement;
- (b) these Conditions; and
- (c) where you have requested it, the Vehicle Condition Report.

2.2 At the point you complete your Reservation either by telephone or by completing the on-line booking form and clicking the BOOK NOW button, we agree to use all reasonable efforts to make a vehicle from the Vehicle Group you have selected

available for you to hire for the Rental Period. In the unlikely event that we are not able to make a vehicle from that particular Vehicle Group available, we will provide you with an alternative vehicle of equivalent similar specification within a higher Vehicle Group. You agree that:

- (a) Until the Contract is formed as specified in clause 2.4 below, our only obligation to you is in respect of the Reservation;
- (b) Only this clause 2.2 and clause 3 below shall apply to the Reservation and you will be bound by those clauses on Booking; and
- (c) You will be bound by the full Rental Agreement and these Conditions if and when the Contract is formed with us.

2.3 You agree that we may elect at our discretion to pass your reservation to another car rental business (Partner Organisation) with which we have a referral arrangement in place. In this case, we are acting as an agent for that Partner Organisation and once we have passed your reservation over to them, this means

- (a) we have no further legal obligations or liability to you
- (b) the Rental Agreement for the hire of the Vehicle will be between you and the Partner Organisation and will be made on the applicable rental terms and conditions of that Partner Organisation and you will need to agree and accept those applicable rental terms and conditions before any contract for rental comes into existence.

2.4 The Contract is only formed when we allow you to take possession of the keys to the Vehicle. We will not do so unless and until you come to collect a Vehicle from us and you provide the Required Documents, a valid deposit or credit card approval has been made on your payment card, you have agreed the Vehicle Condition Report and we are satisfied that you meet our rental criteria and these Conditions.

2.5 By taking possession of the keys to the Vehicle, you:

- (a) accept the terms of the Rental Agreement;
- (b) accept these Conditions; and
- (c) agree with the vehicle condition summary set out in the Rental Agreement or, where you have requested it, the Vehicle Condition Report.

2.6 By entering in to the Contract, you agree to:

- (a) rent the Vehicle, including any replacement vehicles and Optional Extras for the Rental Period;
- (b) pay the Rental Fees (as well as any fees for the extension of the Rental Period (where applicable) under clause 6 or any fees attributable to the purchase of Optional Extras); and
- (c) pay relevant administration charges, fees, theft and damage charges, toll charges, parking, traffic or other fines or charges, reasonable court costs and/or any other reasonable charges, in the circumstances set out within these Conditions.

2.7 Where you request to add an Additional Driver to the Vehicle Rental Agreement we will decide whether or not we agree to adding that Additional Driver. When making the request you will need to provide us with details of their driving licence for us to

verify that they can be added as an Additional Driver. Where we have agreed to add an Additional Driver you agree to pay additional fees for us doing this as specified on our website or as notified to you over the telephone at the time you call to request the inclusion of an Additional Driver. Please note that it is your responsibility to ensure that any Additional Drivers are aware of and comply with the terms of the Contract and, in particular, comply in full with the requirements set out in clause 9 of these Conditions.

- 2.8 We reserve the right to amend these Conditions from time to time (including any administrative fees that we are entitled to charge as set out in these Conditions) upon giving you not less than thirty days prior written notice.

3 **Booking and pre-paid tariffs**

- 3.1 When collecting a Vehicle from us, please bring your reservation number or booking confirmation email with you wherever possible so that we can process your request to hire a Vehicle.

- 3.2 Please note that in the unlikely event we are unable to provide you with a Vehicle, your sole remedy will be to obtain a refund of any Pre-Paid Amount paid by you to us.

- 3.3 If you have selected our pre-paid tariff option when making your Booking, you are agreeing to pay us full Rental Fees at the time of Booking and prior, to collecting / taking delivery of the Vehicle, and the Security Deposit at the time of collection/taking delivery of the Vehicle from us.

- 3.4 The Booking may be changed up to 48 hours before the commencement of the scheduled Rental Period (**Booking Change**). Where you request to make a Booking Change, and the Booking Change increases the Rental Fees payable by you we will not charge you a rebooking fee. Where the Booking Change means that your Rental Fees decrease we reserve the right to charge you a rebooking fee of £20 plus VAT. You acknowledge that the Rental Fees may increase if you make changes to the Vehicle Group or the delivery collection point, which will be charged at the current rate and that further charges will apply if the Rental Period is extended (in relation to which see clauses 7 and 8)

- 3.5 Where you wish to cancel a Booking (as opposed to make a Booking Change), you may do this at any time prior to the scheduled commencement of the Rental Period (**Booking Cancellation**). In the event of a Booking Cancellation (where you have selected the pre-paid tariff option) and your Rental Period is for more than three days, then the first three days are non-refundable and the remaining Rental Fees will be refunded to you. In the event that your Rental Period is less than three days then you are not entitled to a refund of the Rental Fees.

- 3.6 All other Booking Cancellations which are not related to bookings made using the pre-paid tariff, may be made without charge. If you do not cancel your Reservation and then fail to show up to collect the Vehicle from the agreed location at the agreed time, we reserve the right to charge the pre-paid tariff in full and you shall not be entitled to any refund.

4 **Rental fees, deposits and payment**

- 4.1 You must bring the payment card used to make your Booking. When you place a Booking, we use your payment card as a form of identity check to ensure we give the Vehicle to the person who made the Booking. If you don't have the payment card used to make the Booking with you, we will still rent to you if we have a vehicle available and, you meet all of our other requirements including, but not limited to,

presentation of another payment card in your name and the Required Documents. However, you will have to pay the “pay at location” prices available on the day as this will be treated as a new rental.

- 4.2 You must use the original card to make any additional payments or pre-authorisations relating to the Reservation.
- 4.3 We may require a security deposit/approval on your payment card.
- 4.4 Before we let you rent a Vehicle, you need to allow us to take a credit card approval or a debit card deposit. You will need to give us an approved payment card that’s in your name and has enough funds available on it to allow us to do so.
- 4.5 You are obliged to pay a deposit in addition to the total rental price at the beginning of the rental period as a security for the fulfilment of your payment. The amount of the security deposit/approval on your payment card depends on the vehicle group of the rented vehicle and depends on the table below (e.g., vehicle group CDMR = C***; the deposit is therefore 300.00 GBP). The vehicle group of a vehicle can be determined online or requested by telephone or in a FLIZZR station. The vehicle group is also listed in the reservation confirmation and the rental agreement.

Vehicle Group	Security Amount	Currency
M***, E***, C***, I***, S***	300.00	GBP
F***, P***, L***	500.00	GBP

FLIZZR is not obliged to invest the security separately from its assets. There is no interest on the security deposit. FLIZZR may also assert her claim to the provision of security for a longer period after the commencement of the rental relationship.

- 4.6 The Rental Fees are calculated based on:
 - (a) your start and end dates and times;
 - (b) rental location(s);
 - (c) the duration of the Rental Period; and
 - (d) the type of vehicle stated on your Rental Agreement.
- 4.7 Unless otherwise stated, the Rental Fees include the cost of vehicle tax, local taxes, third party liability insurance, daily rental charge, collision damage waiver with excess breakdown assistance and, limited/unlimited mileage (depending on the application rate).
- 4.8 You must pay a mileage charge (calculated in accordance with our then current rates) if you exceed any mileage limitation set out in the Rental Agreement.
- 4.9 You may be liable for additional charges at the end of the Rental Period following our inspection of the Vehicle where you have breached the terms of this Rental Agreement and the condition of the Vehicle is required to be remedied by professional cleaning or valeting services. Where the condition of the Vehicle cannot be remedied by professional cleaning or valeting services then we shall be entitled to treat this as damage to the Vehicle and the terms of Condition 14 shall apply.
- 4.10 We accept the following payment cards: American Express; Visa; EuroCard / MasterCard; Diners Club; JCB; Discovery Card. We do not accept pre-paid debit

cards or Visa Electron cards. Debit cards are only accepted for bookings of Vehicles in the F*** category or smaller.

- 4.11 For any voucher bookings you must present the original valid voucher together with a valid credit card for any additional charges that are not covered by the voucher. Please note if the amount you have already paid is less than the Rental Fees, you will need to pay the difference. If you have already paid more than the cost of the Rental Fees, you will not get a refund, but if you wish to buy Optional Extras from us at the time of making a Booking, you can use the difference towards the cost of these items.
- 4.12 If you are late making payment, we will charge you, without further notice, interest on the amount that is overdue. Interest is calculated at 4 percent per year above the base lending rate of the Bank of England. We will also charge you for any reasonable costs incurred by us whilst we attempt to recover payment from you (including reasonable legal costs).
- 4.13 You agree that we can send invoices electronically to the designated invoice recipient. We will send an electronic invoice to the e-mail address which you have provided. You can request the termination of electronic invoices at any time. In this case, we will issue paper based invoicing. You are obliged to bear the additional costs for the paper-based consignment of the invoice and for the postage in this case.
- 4.14 You are accountable for any malfunctions of the receiving devices or any other circumstances that hinder access to the invoices. An invoice is received as soon as it enters your domain. If we send a note and you are able to retrieve the invoice on your own accord, or if we make the invoice available for retrieval, then the invoice is received when it was retrieved by you. You are accountable for retrieving the invoices at reasonable intervals.
- 4.15 If an invoice is not received or cannot be received, you must notify us immediately. In this case, we will re-send a copy of the invoice and mark it as a copy. If the malfunction and the possibility of transfer cannot be resolved promptly, we may send paper invoices until the malfunction has been resolved. We will bear the costs for the consignment of paper invoices in this case. If we provide you with login data, a user name or password, then unauthorised access must be prevented and the data kept strictly confidential. In the event that you discover unauthorised persons may have gained access to this information, then you must notify us immediately

5 Rental period

- 5.1 The Rental Period is the period from collection (the start date and time shown on the Rental Agreement) and ends on the indicated date and time shown on the Rental Agreement.
- 5.2 The Rental Agreement terminates when:
 - (a) the Vehicle and any applicable Optional Extras are returned and the Vehicle's keys are handed over to one of our employees, or placed in one of our key-drop boxes; and
 - (b) subject to clause **Fehler! Verweisquelle konnte nicht gefunden werden.** the Vehicle has been inspected and checked by us.

6 Extending the Rental Period

- 6.1 If you wish to extend the Rental Period, please contact us as soon as possible, and at the latest before the end date and time of your Rental Period.
- 6.2 On receipt of your request to extend the Rental Period we will do our best to assist you with this request, although it is possible that another customer will have booked the Vehicle to use straight after the expiry of the Rental Period.
- 6.3 Where you want to extend the Rental Period for up to 84 days we have the right to require you to come back to the rental location and agree a new Contract and possibly exchange the Vehicle. We may require an additional deposit together with the relevant method of payment for the extended Rental Period.
- 6.4 We will not agree an extension which means that the Rental Period exceeds 84 days. If you require a vehicle for more than 84 days, you must return the Vehicle under your existing Contract prior to the expiry of the Rental Period and, you must enter into another Contract with us for that new Rental Period.
- 6.5 Where the Rental Period has expired and you have not returned the Vehicle to us within two hours of the expiry of the Rental Period, we may repossess the Vehicle. If we repossess the Vehicle you must pay any reasonable expenses we incur in the process of repossession. If we have the right to repossess the Vehicle you give us permission to access your premises to do so.
- 6.6 Subject to Clause 7.5 above, if you fail to extend the Rental Period and you are more than one hour late returning the Vehicle, you will be charged damages to compensate us for the loss of use of the Vehicle (at an equivalent rate of the daily Rental Fee at the current pay at location prices) together with a late return processing fee as notified to you over the telephone / as set out on our website for each day until the Vehicle is returned to us.
- 6.7 Please note that your obligations in relation to the Vehicle continue until you return the Vehicle to us, notwithstanding that the Rental Period may have come to an end.

7 Inspecting the vehicle on collection

- 7.1 The Vehicle has been maintained in accordance with the manufacturer's recommended standards and will be roadworthy at pick-up.
- 7.2 Any existing damage to the Vehicle will be stated on the Rental Agreement or, where you have requested one, the Vehicle Condition Report.
- 7.3 When you collect the Vehicle you should inspect it. If there is any damage, other than Minor Damage, you must make sure it is recorded on the Rental Agreement or, where you have requested one, the Vehicle Condition Report. You will be responsible and liable for any damage to the Vehicle which was not recorded on the Vehicle Condition Report.

8 Returning the vehicle and condition on return

- 8.1 We will inspect the Vehicle on its return for any damage or changes in condition from that which was described in the Vehicle Condition Report at the time of the Vehicle pick up or which you notified to us in accordance with the provisions in clause 7. If you are unable or refuse to complete the inspection with us, we will inspect the Vehicle in your absence and notify you of our findings as per clause 8.8 and include any relevant photographs of such damage we find in our inspection for you to review.
- 8.2 Some damage may not be apparent at the post-rental inspection, such as mechanical damage (for example in areas such as the engine, fuel tank or clutch) or

damage hidden by adverse light or weather conditions. If we find any such damage we will notify you with evidence of the same.

8.3 You should use all reasonable efforts to return the Vehicle to us during our opening hours. If we agree that you are able to return the Vehicle and any Optional Extras outside of our opening hours, this will be on the condition that you will remain liable for any damage caused to the Vehicle for up to four Business Hours until one of our employees takes possession of the Vehicle. You must:

- (a) leave any Optional Extras in the boot or trunk;
- (b) secure the Vehicle near the return location; and
- (c) leave the keys in our secure post boxes outside the rental location and tell us where the Vehicle is via email to customer-service-uk@flizzr.com.

8.4 By taking possession of the keys to the Vehicle, you agree to return the Vehicle to us at the branch specified in the Rental Agreement. If the Vehicle is returned to an alternative location, you will be liable for any reasonable costs incurred by us to relocate the Vehicle to the location specified in the Rental Agreement.

8.5 The Vehicle should be returned to us with a full tank of fuel unless you have pre-paid us for fuel. If the Vehicle is returned to us without a full tank of fuel, you will be liable to pay us for the fuel required to fill up the Vehicle at the rate which will not exceed the fuel rates calculated in accordance with our fuel matrix which may be viewed at <https://www.fleetnews.co.uk/costs/fuel-prices/>. These rates are updated on a six monthly basis. We use the fuel matrix to calculate the average rates on the first Monday of every month and then adds a surcharge. The surcharge is calculated as 150% on a non-prepaid fuel rate and 10% on a Pre-Paid Amount. For the Pre-Paid Amount Rate to apply you must have purchased this prior to the start of the Rental Period.

8.6 If you return the Vehicle and any Optional Extras back to us early and you have pre-paid the Rental Fees, you will still have to pay the full Rental Fees for the duration of the Rental Period. Because special offers and discounts often relate to specific time slots, you may even end up having to pay more if you bring the Vehicle back early.

8.7 You must return the Vehicle and any Optional Extras in the same condition you received them. We will allow for normal wear and tear, bearing in mind the distance you travelled and the duration of the Rental Period.

8.8 We recommend that you are present for the inspection we carry out upon return of the Vehicle and any Optional Extras, so that any damage to the vehicle can be agreed. If you are not present for inspection, we will inspect the Vehicle and Optional Extras in your absence and, if we find any damage, we will notify you of the amount you are required to pay. You agree that we may charge your payment card for this amount. You will not be liable for this amount if you can show the damage occurred after the end of the Rental Agreement under clause 5.2 above. Please note, when you sign the Rental Agreement, you authorise us to take payment for damage if necessary and we may automatically charge your payment card for this.

9 Vehicle rental requirements and your responsibilities

9.1 You must bring the Required Documents. If you cannot meet these requirements, you will not be able to drive the Vehicle.

9.2 All drivers must have held their licence for at least one year prior to the commencement of the Rental Period. If the driving licence does not show that the

driver has held it for the minimum period set out in this clause 9.2, then they must provide evidence, such as previous driving licenses or a letter from the driving licence authority stating that they have held it for at least the minimum period.

- 9.3 In addition to your licence, either a valid and up to date DVLA licence check code or a printed DVLA endorsement record must be provided to us for all Approved Drivers. Each DVLA licence check code needs to be valid at the point of vehicle collection or the branch will need to obtain a further code in order for you to have met this requirement or printed endorsement can be obtained from the DVLA website. The minimum age to drive a vehicle from FLIZZR is 21, any drivers under 23 years of age must not have had any endorsements on their licence. Drivers above the age of 23, must not have exceeded 6 points on their licence. Please note that some endorsements on your licence may restrict your ability to drive the Vehicle (even if they are below 6 points).
- 9.4 If you or anyone in your party is in our reasonable opinion, abusive, threatening or violent towards any one of our staff members, we may refuse to rent a Vehicle to you. We may also refuse to rent to you if we believe you or any Additional Driver is under the influence of drink or drugs.
- 9.5 If we are unable to rent the Vehicle to you for any of the reasons set out in this clause 9, we will agree to refund you any Pre-Paid Amount you have paid and any money you have paid up front where you have selected the pre-paid tariff.

10 During the Rental Period

- 10.1 During the Rental Period (and any additional period until termination under clause 5.2 above), you must:
- (a) use the Vehicle according to the road traffic laws applicable to the area you are driving in;
 - (b) use the correct fuel;
 - (c) lock the Vehicle when you're not using it, or when you're refuelling it and, you must use any security device fitted to or supplied with it;
 - (d) comply with all laws and regulations for using the Vehicle and any Optional Extras;
 - (e) ensure the Vehicle is protected against bad weather that might cause damage to it;
 - (f) drive the Vehicle with all due care and attention; and
 - (g) contact us as soon as you become aware of a fault in the Vehicle, or if you believe the fault means the Vehicle is no longer roadworthy.
- 10.2 During the Rental Period (and any additional period until termination under clause 5.2 above), you must not:
- (a) take the Vehicle outside the United Kingdom, without our prior written agreement;
 - (b) use the wrong fuel;
 - (c) drive the wrong way down a one-way street;
 - (d) drive without due care and attention or at excessive speeds;

- (e) use a mobile communication device that may distract you from driving including driving whilst texting, emailing, using a mobile phone without a hands-free device or otherwise engage in similar activities;
- (f) fit your own equipment to the outside of the Vehicle which may cause damage to the Vehicle, for example, signage, stickers, roof racks, luggage carriers or bike racks;
- (g) overload the Vehicle (as determined by the Vehicle manufacturer);
- (h) sell, rent, remove, or dispose of the Vehicle and/or any Optional Extras or, allow anyone else to do so;
- (i) push or tow any trailer or any other Vehicle (except if the Vehicle is equipped with a hatch, up to a maximum of 1000kg);
- (j) give anyone any rights over the Vehicle;
- (k) work on the Vehicle or let anyone else work on the Vehicle without our prior written agreement;
- (l) let anyone drive the Vehicle other than an Additional Driver;
- (m) carry or transport any hazardous, toxic, flammable, corrosive, radioactive, harmful, dangerous, strong smelling or illegal materials;
- (n) use the Vehicle for any crime or other illegal activity or purpose;
- (o) use the Vehicle for hire or reward or, for fair paying (unless we have provided you with our prior written consent to do so);
- (p) use the Vehicle for any purpose which requires an operator's licence;
- (q) use the Vehicle off-road, on a race track, for racing, pace making, testing whether for reliability or speed, or for teaching someone to drive, or in connection with motor rallies, competitions, demonstrations or trials;
- (r) drive through spaces which are too narrow for the Vehicle;
- (s) damage the Vehicle by transporting unsecured loads or hitting high level objects;
- (t) damage the roof of the Vehicle by hitting high level objects or carrying unsecured loads;
- (u) use the vehicle whilst any driver is under the influence of alcohol or drugs or other narcotic substances, or medications under the effects of which the operation of a vehicle is prohibited or not recommended;
- (v) smoke or allow anyone else to smoke in the Vehicle;
- (w) use the vehicle in an imprudent, negligent or abusive manner;
- (x) when any warning light is on or when the service reminder message is displayed unless it is unsafe to stop or you have been advised by us to continue driving. Please contact us immediately; and
- (y) where you carry any animals in the Vehicle you must ensure that the Vehicle is handed back in the same condition of cleanliness as when you collected the Vehicle, failure to do so may result in you incurring additional charges.

10.3 The examples provided in clause 10.2 above are not exhaustive, any unlawful or dangerous conduct whilst driving or otherwise making use of the Vehicle will be viewed as you breaking the Contract and to the extent we are allowed to do so by law, you will lose the benefit of any damage waivers, excess reduction products, personal accident insurance and third party liability insurance.

10.4 From time to time we may need the Vehicle returning to us during your Rental Period. By way of example this may be due to a service requirement on the Vehicle, a manufacturer's recall notice, or a maximum mileage requirement. If we contact you to notify you that you need to return the Vehicle to us you must use all reasonable efforts to be available to talk to us on the contact number you gave us at the time of booking and cooperate fully with us to facilitate the return the Vehicle. Failure by you to respond to our efforts to contact you and/ or failure to comply with our reasonable instructions concerning the return of the Vehicle may result in you being fully liable for all losses and liability we incur directly or indirectly arising out of or in connection with your failure to return the Vehicle.

11 Cross-border rentals

11.1 The Vehicle must not be driven outside England, Scotland, Wales and Northern Ireland, unless we have given you prior written permission to do so. It is your responsibility to observe the laws of the respective country in which the Vehicle is being driven including any specific equipment requirements.

11.2 Cross border rentals are not possible for any multi-seater vehicles with 9 or more seats. Further restrictions apply depending on the vehicle taken.

11.3 Additional charges will be applied to cover the cost of continental breakdown as well as our standard foreign usage charge which are set out on our website www.flizzr.com. Where we have given you permission to drive the Vehicle outside England, Scotland, Wales and Northern Ireland, you must comply with the territorial restrictions set out below.

12 Lost property

12.1 During the Rental Period (and any additional period until termination under clause 5.2 above) we are not responsible for any property held in the Vehicle. This is kept at your sole risk.

12.2 You must not leave any property in the Vehicle when you return it to us. If you have left items in the Vehicle, we may agree to keep them for you to collect within a reasonable time and we may charge you a reasonable fee together with VAT for storing the item(s). Any property left in the Vehicle which remains unclaimed 3 months after the end of the Rental Period will be disposed of, without further notice to you.

13 Damage, loss or theft

13.1 In the event of any loss, damage or theft to the Vehicle, you must provide us with all such assistance and information as we reasonably request to investigate the matter and/or to otherwise deal with it.

Accidents

13.2 If you have an accident with or in the Vehicle, you must:

- (a) not admit or accept liability to any third party;

- (b) obtain and notify of all the names and address of all parties involved in the accident, including wherever possible any witnesses;
- (c) secure the Vehicle, inform the police straight away in the event that anyone is injured, the road is blocked as a result of the accident or, if any third party property has been damaged;
- (d) call the number for our breakdown assistance service as set out in your Rental Agreement and report the accident or breakdown to our breakdown assistance team; and
- (e) (in the case of an accident with a third party), call the breakdown assistance service number within 12 hours of the accident. In the event of confiscation or impounding of the Vehicle by third parties, you must inform us immediately by e-mail at damage-uk@flizzr.com.

Vehicle Breakdown

- 13.3 For the duration of the Rental Period, the Vehicle has the benefit of our breakdown assistance service. In order to benefit from this service, you must call the designated contact number as set out in your Rental Agreement.
- 13.4 If the Vehicle breaks down during the Rental Period, we will as soon as possible, recover and repair the Vehicle. If the Vehicle cannot be repaired we may provide a replacement Vehicle subject always to availability and, any other relevant circumstance. If the breakdown is caused by your negligence or that of any Approved Driver, or arises as a result of your breach of the Rental Agreement, you will be responsible for the damage or loss under this clause 13 and recovery, together with an administration fee to cover the handling of the claim and any other reasonable associated costs.
- 13.5 If you have purchased a Product, which is our roadside protection product, you will be covered for the following:
- (a) putting the wrong fuel in the Vehicle provided that you have not driven the Vehicle after doing so;
 - (b) if the Vehicle runs out of fuel;
 - (c) loss of or, locked in keys;
 - (d) damage to the clutch;
 - (e) flat battery; and
 - (f) towing and recovery charges,

the roadside protection package does not include the costs of any replacement parts or labour for fitting these parts and any damage done to the Vehicle not covered above, or the administration fee for handling any claim.

Theft of Vehicle and Damage

- 13.6 If the Vehicle, keys or any Optional Extras are stolen, you must report it to the police and obtain a police report or crime reference number, without delay and, you must immediately provide us with the police report or crime reference number and, the keys (if possible). We will have no responsibility or liability for the loss, theft or damage to any personal belongings left in the Vehicle at the time it was stolen.

13.7 Usually, where you are a consumer, loss or damage waiver comes as standard with your Vehicle. If it does, you will see it on your Rental Agreement. If it is not included, you can buy it separately. If the Vehicle is damaged or stolen during the Rental Period (and any additional period until termination under clause 5.2 above), you are responsible for paying an amount up to the excess stated on your Rental Agreement for:

- (a) any liability under this clause 13;
- (b) our loss of use; and
- (c) an administrative fee as set out in clause 13.13.

13.8 We work with appropriately qualified experts who use a damage matrix to work out the estimated cost of repair to or replacement of the Vehicle, keys, any accessories or any Vehicle documents that are damaged or lost or stolen during the Rental Period (and any additional period until termination under clause 5.2 above). The damage matrix uses an average repair cost for the Vehicle Group selected, which takes account of different makes and models in that group. We work this out using:

- (a) industry standard labour rates and job duration, according to an industry standard estimating tool;
- (b) the price of any original equipment manufacturer parts; and
- (c) loss of use (being the amount the Vehicle reduces in value and interest, costs and loss of rental).

13.9 The amount of compensation payable to us for any damage will be calculated on the basis stated below. If the damage is of the type set out in the table below then we will charge you the sum set out, which is intended to be a fair and genuine estimate of our losses resulting from the damage.

Damage	Amount
Repairable stone chip	£60 plus admin fee (clause 13.13)
Repairable small rim scratch (less than 10 cm)	£75 plus admin fee (clause 13.13)

13.10 We will calculate the compensation due to us for any other damage by asking an appropriately qualified expert to provide an estimate of our losses resulting from the damage and such losses will include the reasonable fees charged to us by that expert. The expert will base that estimate on the reasonable cost of the repairs to the Vehicle necessary as a result of the damage. The estimate is intended to reflect the loss measured by the open market rate of repairs to the Vehicle at an appropriate dealership or authorised repair centre of the Vehicle. If the Vehicle is beyond economic repair then the estimate will be based on the reasonable market value of the Vehicle less the reasonable market rate salvage value for the Vehicle.

13.11 If we believe that you are responsible for damage, we will notify you as soon as possible of the appropriate amount due as set out above and provide documentary evidence of the damage, and the expert's findings, and estimate of cost of repair.

13.12 If you disagree with the expert's estimate of the losses resulting from the damage, you may instruct your own suitably qualified and accredited expert (at your own cost) and we will allow you and/or your expert to access the evidence of the damage in our possession. If we cannot agree with you the amount due in respect of the damage, it may be necessary for a court to decide on the appropriate payment.

13.13 In addition to any compensation for damage caused to the Vehicle, the following administration fee (as set out in the table below) will be payable to cover our administration costs for dealing with the breach of contract and associated claim resulting from any damage and/or breach. This is a fair and genuine estimate of the cost. If the amount of administration we are required to carry out in connection with a damage claim is such that the administration fee set out below is likely to be exceeded, we will notify you in writing during the process of dealing with the damage claim.

Damage Claim Amount	Admin Fee
£0-£75.00	£15.00
£75.01-£500.00	£45.00
£500.01-£2000.00	£75.00
£2000.01 and above	£125.00

13.14 If Optional Extras are damaged or if you do not bring them back to us at the expiry of the Rental Period, we will charge you the replacement cost in addition to the Optional Extras Fee.

13.15 If you are in an accident where someone is injured, or their property is damaged, the provisions of this clause 13.15 shall apply. The Vehicle comes with third party liability cover. This means you are covered for any damage caused to another person’s property (for example, their vehicle and/or any injury suffered by them, including passengers in the Vehicle). You will not have to pay any of their costs, unless the damage or injury was caused, or contributed to, by:

- (a) your negligence;
- (b) you breaking the Contract (for example, allowing someone other than an Approved Driver to drive the Vehicle);
- (c) you breaching any of the provisions contained in clause 10.2 and such breach causes or contributes to the damage or third party claim; or
- (d) you breaking the law.

In these circumstances, if the law requires us to provide you with third party liability cover, the minimum cover required by law will still apply but we, or our insurer, may seek to recover our full costs from you. Please note third party liability cover does not cover any injury to the driver of the Vehicle or any personal items inside the Vehicle.

13.16 If any damage or loss is caused to the Vehicle or to us or the Vehicle is stolen, and it was caused, or contributed to, by:

- (a) your negligence;
- (b) you breaking the Contract (for example, allowing someone other than an Approved Driver to drive the Vehicle);
- (c) you breaching any of the provisions contained in clauses 10.2, 13.1 and/or 13.2 and such breach causes or contributes to the damage or loss; or
- (d) you breaking the law

then you may lose the benefit of any waivers, excess reduction products, personal accident insurance and third party liability insurance. So, you will have to pay:

- (e) the full cost of replacement or estimated repair costs;
- (f) any loss of use;
- (g) any costs we have to pay to third parties; and
- (h) our own reasonable costs, including a processing fee.

In these circumstances, if the law requires us to provide you with third party liability cover, the minimum cover required by law will still apply but we, or our insurer, may seek to recover our full costs from you.

- 13.17 If you cannot show on balance that the damage, loss or theft, occurred after the end of the Rental Agreement under clause 5.2 above, or if you cannot show that the damage was less than what we said it was, we will require you to pay for the damage or loss and the rental costs, even if the Vehicle is not found or repaired at the time we take payment. Even though we do not have to do this, we will try, with your help, to recover costs from third parties. If we are successful, we will refund these costs to you. You will not be responsible for these costs if they come about through our negligence, or if we've broken the Contract.
- 13.18 If you can show the damage occurred after the end of the Rental Agreement under clause 5.2 above, if you have already made payment we will refund the costs set out in clause 13.16 to you. If you can show the damage was less than what we said, we will refund the difference to you, if you have already made payment.

14 Speeding, parking and traffic fines and charges

- 14.1 You are responsible for all fines and charges issued as a result of you or any driver using the Vehicle. Fines and charges could include: all parking fines or charges; toll charges; towing charges; clamping costs; traffic fines or charges; speeding fines; and any other charges or fines.
- 14.2 If a fine or charge is sent to us because you haven't paid a charge or complied with the law, we will take payment for:
- (a) our administration fee which is notified to you at the time of booking and can be found on our website at www.flizzr.com to cover our costs of dealing with the fine or charge; and
 - (b) the fine or charge itself (if we have to pay it).
- 14.3 By signing the Rental Agreement, you give us permission to these payments. We will charge them to your payment card.
- 14.4 By signing the Rental Agreement, you agree to us giving your details, as well as a copy of the Rental Agreement to the authority or private company that has issued the fine or charge if we consider they have a right to the information and the law allows us to do so. We will charge you a processing fee for doing this.
- 14.5 If we are not able to lawfully pass on your information in accordance with clause 14.4, we will pay the fine or charge on your behalf and then invoice you for the fine or charge, as our administration fee.
- 14.6 If you want to appeal, contest or dispute a fine or charge, we will give you the details of the fine or charge and, the organisations who issued the fine or charge. You must deal directly with the issuing organisations to get a refund and/or compensation.

- 14.7 If the Vehicle is seized by the police or customs and excise or any other authority during the Rental Period (and any additional period until termination under clause 5.2 above), unless the seizure was caused by our negligence or us breaking the Contract or the law, you will have to pay:
- (a) any costs we incur as a result of the seizure;
 - (b) plus any loss of rental income while the Vehicle is not available to rent to someone else; and
 - (c) a processing fee.
- 15 **Optional extras and products**
- 15.1 We offer a variety of waiver and protection options to protect you during the Rental Period at the Product Fees specified on our website. These include:
- 15.1.1 **Loss or damage protection waiver** - this reduces the amount you pay if the Vehicle keys and accessories or any Vehicle documents are lost, stolen or damaged during the Rental Period. You may be entitled to reduce your excess to between £0 to £150 depending on the Product, your age and the Vehicle Category that you choose. Please refer to the country specific rental information document for full details of the administration fees that we may charge for processing a claim under this Product. In most cases the loss or damage protection waiver is provided as standard (please check your Rental Agreement to confirm whether it is provided). The amount you will pay will be the lower of (i) the liability under clause 13 and a processing fee; or (ii) the excess stated on your Rental Agreement. The amount you pay will not be reduced if the loss or theft was caused by or as a result of:
- (a) keys being left in the Vehicle;
 - (b) keys being lost or stolen as a result of your negligence;
 - (c) using the Vehicle in breach of clause 10;
 - (d) driving without due care or attention;
 - (e) water or fire damage, that was your fault; or
 - (f) Events set out in clause 13.6 above.
- 15.1.2 **Third party insurance** – this protection provides cover for claims made against you in the event of death or injury to a third party in an accident. It also provides cover for damage to their property (up to £5 million). You will be responsible for any costs in excess of this in relation to third party damages. Excluded from the insurance is the use of the vehicle for the transport of dangerous goods. All protection as part of the Rental Agreement will become void, in particular, if an unauthorised vehicle or if the driver of the vehicle does not possess the required driver's licence at the time of the event giving rise to claim, or any of the circumstances set out in clause 13.5 above occur.
- 15.1.3 **Tyre and glass protection** – this product waives your responsibility in the event of any damage to the tyres, windscreen, side windows, rear-window or mirror glass, with a reduction of that liability to £0.00. The amount you pay will not be reduced if the damage was caused by or as a result of:
- (a) using the Vehicle in breach of clause 10;
 - (b) driving without due care or attention;

- (c) water or fire damage, that was your fault; or
- (d) Events set out in clause 13.6 above.

15.1.4 **Roadside protection** – this product is an extended breakdown protection and protects you against high service and repair costs, in the event of the following incidents occurring which are caused by you: (a) locking keys in Vehicle; (b) breakdown due to lack of fuel; (c) assistance with starting the vehicle due to a flat battery; (d) loss of the key; and (e) the Vehicle being stuck at a location. These services may only be ordered via a direct claim using our road assistance number, as provided in the Rental Agreement. The customer service personnel from our 24 hour roadside assistance department will determine the type and the extent of service that is required to ensure that you are able to use the Vehicle. If any damage to the Vehicle occurs which we do not consider is covered within the scope of this protection, you remain fully liable for that damage.

(each of the waiver and protection options in clause 15.1.1. to 15.1.4 is a **Product** and together they are the **Products**).

16 **Ending the contract early and limitation of liability**

16.1 If you are renting the Vehicle as a private individual, we may end the Contract straight away by telephoning you on the contact number you provided us with or emailing you at the address you provide if:

- (a) a receiving order has been made against you; or
- (b) you are declared bankrupt; or
- (c) you break the Contract in a way that causes us significant loss or harm, or in a way the cannot be rectified.

16.2 If you are renting the Vehicle as a Business Customer, we may end the Contract straight away if:

- (a) the company or partnership goes in to administration or liquidation; or
- (b) the company or partnership calls a meeting of its creditors; or
- (c) we find out that the company's or partnership's goods have been taken away as a repossession order;
- (d) you or the company or partnership breaks the Contract in a way which causes us significant loss or harm, or in a way which cannot be rectified; or
- (e) we have reason to believe any of the events in 16.2 (a)-(d) is likely to happen.

16.3 If you break the Contract by not doing what you agreed to:

- (a) you must pay any amounts owed to us under the Contract; and for the losses we suffer as a result, provided that they are foreseeable losses (for example, loss of rental income, the cost of repairing or replacing damaged items);
- (b) you may lose the benefit of any damage waivers, excess reduction products and third party liability insurance;
- (c) you will not have to pay losses that are not directly related to you breaking the Contract or losses that were not foreseeable; and

- (d) you must return the Vehicle and/or any Optional Extras you rented within 1 day of the Contract ending.

- 16.4 If we materially break the terms of the Contract, you may end the Contract by providing us with written notice. You must return the Vehicle and any Optional Extras as soon as you can and you must still pay all amounts owed to us under the Contract (including the Rental Fees) for the duration of the Rental Period, until the date of return and our inspection of the Vehicle. You must do what you can to reduce (or mitigate) any losses you suffer.
- 16.5 If we materially break the Contract by not doing what we agreed to, we must pay for foreseeable losses you suffer as a result. We will not be responsible for your foreseeable losses where you have been able to recover them from someone else. We will not pay for losses not directly related to our failure to provide you with a Vehicle or losses that were not foreseeable by you and us (such as loss of profits or loss of opportunity).
- 16.6 For the purposes of this clause 16, loss or damage is **foreseeable** if either it is obvious that it will happen or if at the time the Contract was made, both we and you knew it might happen.
- 16.7 Nothing in the Contract shall exclude or limit our responsibility for fraud; death or personal injury caused by our negligence; or any other responsibility to the extent that the law says it cannot be excluded or limited.

17 **Personal information and security checks**

- 17.1 We shall collect your personal information and will electronically scan the identity documents onto our system. We will hold and use your personal information and that of any other Authorised Driver in order to perform our obligations under the Contract and for our business purposes in accordance with the terms of our privacy policy which is available on our website or on request
- 17.2 We operate identity, security, driving licence and credit checks. By signing the Rental Agreement or driving the Vehicle, you agree to such checks being carried out against you. If you fail to meet any of our checks, we may refuse to allow a driver to drive the Vehicle or allow you to rent the Vehicle. If we find that any amount is owed to us or any of our group companies, we may refuse to allow a driver to drive the Vehicle or allow you to rent the Vehicle. In the event that we find any information you have provided to us is false or inaccurate, then you will have broken the Contract and will have to pay for any costs or damages that we incur as a result.

18 **What to do if you want to Complain**

- 18.1 In the event that you are dissatisfied with any element of our service, please get in touch with us via customer-service-uk@flizzr.com. Following receipt of your call or email, a member of our customer services team will get in touch to discuss this with you.

19 **General**

19.1 **Assignment and other dealings**

- (a) We may at any time sub-contract, assign, or transfer our rights and obligations to a third party or obtain a mortgage or charge in respect of the Contract.

- (b) You may not assign or transfer your rights or obligations under this Contract to a third party or subcontract any or all of your rights or obligations under the Contract without our prior written consent.
- 19.2 **Entire agreement.** The Contract contains all the relevant terms that are to apply to the Rental Agreement and is the entire agreement between us and supersedes and extinguishes all previous agreements between us.
- 19.3 **Variation.** Except as set out in these Conditions, no variation of the Contract, shall be effective unless it is agreed by you and us in writing and signed by us.
- 19.4 **Waiver.** Where either of us may elect to waive any right or remedy is this election to not assert any right or remedy is only effective if given in writing and shall not be deemed to apply to any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:
 - (a) waive that or any other right or remedy; or
 - (b) prevent or restrict the further exercise of that or any other right or remedy.
- 19.5 **Severance.** If any provision or part-provision of the Contract is or becomes deemed invalid, illegal or unenforceable, the provision shall be modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.
- 19.6 **Notices.**
 - (a) Any notice or other communication given by us or you under or in connection with the Contract shall be in writing. Such notice to be sent to our registered office (details on our website) and to the home address you have supplied with when booking the Vehicle and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or email.
 - (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 19.6(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.
 - (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 19.7 **Third party rights.** No one other than a party to this agreement and their permitted assignees shall have any right to enforce any of its terms.
- 19.8 **Governing law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 19.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).