

Rental Terms and Conditions

1. Renter's Agreement with Owner

(a) These Rental Terms and Conditions and the Rental Agreement Summary together constitute the "Rental Agreement". The Rental Agreement is entered between Renter (as named on the Rental Agreement Summary) and Owner. Any reference to Owner means: Tranzac-CS, a subsidiary of Tranzac Limited.

(b) Owner and Renter are the only parties to the Rental Agreement even though another entity or person may pay for all or some of the rental bill.

2. Rental Period

(a) Renter has the right to use the rental vehicle ("**Vehicle**") until the return date indicated on the Rental Agreement Summary ("**Rental Period**").

(b) Owner may agree to extend the Rental Period orally or in writing ("Extended Rental Period").

(c) Subject to the following conditions, Renter may choose to return the Vehicle before the end of the agreed Rental Period and thereby terminate this Rental Agreement early (and the Rental Period will be reduced accordingly):

(i) If Renter has prepaid the Rental Costs to qualify for a "special offer" rate, Renter may not be entitled to any refund due to early voluntary termination; and

(ii) If Renter has not prepaid the Rental Costs (section 1.3), early termination can have an impact on the daily rates and the other applicable charges if the originally agreed daily rates and applicable charges were conditioned upon the specifics of the original Rental Period. Owner recommends that Renter verify with Owner what impact an early termination has on the Rental Costs before returning the Vehicle early.

3. Use of the Vehicle

(a) Eligibility:

(i) Renter must have a driver's license valid in the UK and valid for the vehicle category applicable to the Vehicle.

(ii) Must be aged between 25-70 unless permitted by the owner.

(b) Authorised Drivers: Only the Renter is permitted to drive the Vehicle unless Owner expressly permits additional drivers who meet the eligibility requirements for Renters in section 3 (a) above. Authorised Drivers under the age of 25 may be subject to restrictions and an additional fee. Any Authorised Drivers will be documented in the Rental Agreement Summary. Where the words "surrogate driver" are added to the Additional Authorised Driver information on the Rental Agreement Summary then the sole driver(s) for the duration of the Rental Period is/are the nominated surrogate driver(s). Any other named Renter is not authorised to drive the Vehicle.

Use of the Vehicle: The Vehicle must NOT be used:

- (i) by anyone other than Renter or an Authorised Driver;
- (ii) to smoke in. The use of e-cigarettes in Vehicle is also prohibited;
- (iii) in a way to affect the good condition of the Vehicle, including by smoking;
- (iv) for carriage of passengers for hire or reward;
- (v) for deliberately causing personal injury or property damage or for any illegal purpose;
- (vi) for racing, pace making, testing the Vehicle's reliability and speed, or teaching someone to drive;
- (vii) while the driver is under the influence of alcohol, narcotics or drugs;
- (viii) to go to countries or places outside the UK;
- (ix) overloaded with more passengers than seatbelts, to transport children without the legally required car seats, or otherwise in breach of the legally prescribed safety precautions;
- (x) to propel or tow any other vehicle or wheeled equipment, unless the Vehicle is fitted with a tow bar and Renter has express permission from Owner;
- (xi) on unpaved roads, racetracks, beaches, and test courses;
- (xii) to transport easily flammable, toxic, or otherwise dangerous substances other than minimum amounts for household use;
- (xiii) in a careless or reckless manner;
- (xiv) to drive through or over water or over any objects that Renter knew or ought to have known rise above the ground clearance of the Vehicle;
- (xv) to drive under a barrier lower than the overhead clearance of the Vehicle;
- (xvi) in or on that part of any aerodrome, airfield, airport, or military installation designed for the take-off, landing, taxiing, or parking of aircraft and aerial devices, including any associated service roads, fuel supply areas, ground equipment parking areas, aprons, maintenance zones, and hangars;
- (xvii) to transport goods with a weight heavier than that authorised for the Vehicle, or to transport goods deficiently distributed or badly secured, or to carry goods that you do not own for a fee without Owner's written permission; or in contravention of this Rental Agreement or the UK applicable laws, safety rules and requirements.

(d) Hand over of Vehicle: The Owner shall hand over the Vehicle to Renter in a good and roadworthy condition and equipped as required according to the UK safety regulations (e.g., first aid kit, spare wheel, and/or warning triangle, as required by applicable law). Renter is required to check the Vehicle's condition immediately after handover. If Renter notices any damage to the Vehicle or other discrepancies, Renter shall immediately inform the Owner.

4. Renter's Main Obligations

- a) Renter is required to
 - (i) always lock the Vehicle and secure all of its parts when it is left unattended;
 - (ii) not let anyone work on the Vehicle without Owner's express written permission. If Owner grants such permission, Owner will only give Renter a refund if Renter has a receipt for the work performed;
 - (iii) check oil, AdBlue and water levels and tyre conditions and pressure at regular intervals during the Rental Period;

- (iv)** stop using the Vehicle as soon as possible and contact Owner as soon as Renter becomes aware of any fault with or malfunction of the Vehicle. In particular, Renter must take into account any warning lights that may appear on the dashboard of the Vehicle;
 - (v)** bring the Vehicle back to the agreed return location specified in the Rental Agreement Summary at the end of the Rental Period in the same condition as it was when it was handed over by Owner according to the condition description on the Rental Agreement Summary except for any usual wear and tear. A member of Owner's staff will inspect the Vehicle to check the condition of the Vehicle. When returning the Vehicle to the return location during business hours, Renter will remain responsible for the Vehicle and its condition until the inspection is completed or for one (1) hour after its return, whichever is the shorter period. If Renter is permitted to return the Vehicle to the return location outside of business hours, Renter remains responsible for the Vehicle and its condition until it is inspected by a member of Owner's staff within 2 hours of the start of the next business day. If Renter chooses not to leave the Vehicle at an Owner branded location, Renter remains responsible for the Vehicle and its condition until it is inspected by a member of Owner's staff;
 - (vi)** check that Renter has not left any personal belongings in the Vehicle before Renter returns the Vehicle;
 - (vii)** pay any administrative fines, fees, charges, costs, penalties, or other fines that are imposed, issued or incurred in connection with the Renter's usage of the Vehicle during the Rental Period (including usage of the Vehicle by Authorised Drivers or other third parties who are permitted by Renter to use the Vehicle), such as fines or fees for illegal parking or speeding, non-compliance with bus lane, congestion charges, tolls or violations of the rules of traffic offence or contravention in the UK in all cases, to the extent permitted by law and not caused by Owner;
 - (viii)** where the vehicle requires fuel, to use nothing other than the appropriate fuel as indicated in the Vehicle; and
 - (ix)** not to unseal or tamper with the kilometre or mileage indicator
- b) In case of an accident or if the Vehicle is lost or stolen, Renter is required to do the following:
- (i)** Renter shall accurately report the accident, theft or loss to Owner as soon as possible by any means and confirm this promptly in writing (email is sufficient) to Owner no later than 1 business days in case of a theft and in all other cases 2 business days, from the moment Renter becomes aware of the event;
 - (ii)** Renter shall report any theft or loss (or where appropriate, any accident) to the police as soon as reasonably possible and confirm this promptly in writing (email is sufficient) to Owner;
 - (iii)** Renter shall avoid admitting responsibility to anyone in relation to the accident unless required to do so by legal process.
 - (iv)** Renter shall request the names and addresses of everyone involved, including witnesses, and provide them to Owner;
 - (v)** Renter shall promptly forward to Owner any notices or other documents relating to any legal proceedings arising out of the accident, theft or loss;

- (vi) Renter shall cooperate with Owner and Owner's insurers including responding to requests for full and true information and provide assistance in any matters or legal proceedings including allowing proceedings to be brought by Owner in Renter's name and defending any proceedings brought against Renter; and
 - (vii) Renter shall return the original keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started to Owner either directly to Owner's staff or in Owner's secured box at an Owner branded location
- 5. Rental Costs and other Charges; Additional Services**
- a) Renter shall pay the daily rates as well as any other charges applicable to the rental of a Vehicle as stated in the Rental Agreement Summary. If the Rental Agreement Summary indicates "day = period of 24 hours", a day is a complete or partial period of 24 consecutive hours from the start of the Rental Period. On return, a grace period of 30 minutes will be allowed if the 24-hour period is exceeded.
 - b) Rental Costs also include charges for mileage, charges for additional services or protection products, such as Damage Waiver, Road Assistance Protection, Additional Insurance Coverage as applicable to the specific rental of a Vehicle and as stated on the Rental Agreement Summary. If the Rental Agreement Summary indicates "day = calendar day", one day is a complete or partial calendar day from the start of the Rental Period
 - c) Owner may require a security deposit, as stated in the Rental Agreement Summary, at the commencement of the Rental Period which can be used as security for any future claims which Owner has against Renter in connection with the Rental Agreement. Owner will collect this and any other amounts due under this Rental Agreement from any credit card or debit card presented before or during the rental, which will be retained for this purpose unless otherwise agreed between the Parties. Owner will not pay any interest on the security deposit and Owner is under no obligation to hold the security deposit in any account separate from its own assets. Subject to the conditions set out in section 7 and 10, Owner will refund the security deposit and any additional monies taken to the extent that this amount has not been needed to satisfy Owner's claims under this Rental Agreement within a period of 10 working days from the date of the return of the Vehicle, or, if the Vehicle is lost or stolen, within a period of 75 days from the agreed end of the Rental Period.
 - d) Renter shall pay to Owner on demand:
 - (i) any additional charges as notified to the Renter;
 - (ii) any amounts not paid by Renter in accordance with section 4(a)(vii);
 - (iii) an administration fee of up to £25 in the UK for processing any fines or offences against the Vehicle, Owner, Renter, any Authorised Driver or any other person Renter permitted to use the Vehicle during the Rental Period, unless caused through Owner's own fault;
 - (iv) if the Vehicle is: (1) returned to an Owner branded location other than the one indicated in the Rental Agreement Summary, the publicly available one-way fee at the time of return; or (2) if the Vehicle is returned to a non-Owner branded location not indicated on the Rental Agreement Summary, Owner's actual costs of recovery incurred by Owner and Owner's resulting loss of revenue at the daily rate indicated

on the Rental Agreement Summary; unless otherwise agreed between Renter and Owner;

- (v) a cleaning fee if Renter fails to return the Vehicle in good condition due to unusual wear and tear, including but not limited to smoking in the Vehicle or coarse soiling, to compensate Owner for their actual costs of cleaning;
 - (vi) where the vehicle requires fuel, a re-fuelling service fee if Renter did not select to purchase an optional fuel product at the start of the Rental Period and did not return the Vehicle to Owner with the same level of fuel as at the start of the Rental Period (such level as indicated on the Rental Agreement Summary) calculated as the difference between the fuel level recorded on your Rental Agreement and that recorded upon the return of the Vehicle multiplied by the fuel price displayed at the rental location at the start of the Rental Period plus an additional charge of up to £15. No unused or excess fuel will be refunded; and
 - (vii) where the vehicle is an electric vehicle and is returned with less charge than was provided at the start of the Rental Period (such level as indicated on the Rental Agreement Summary), a re-charging price disclosed at the start of the Rental Period.
- e) An acceptable payment method is credit or debit card and bank transfer.
 - f) For other rental charges see Rental Agreement Summary

6. Data Protection Notice

- a) Owner, as data controller, collects personal data about the Renter and any Authorised Driver in connection with the Rental Agreement or any related agreement or service and uses it in accordance to the Data Protection Act 2018.
 - a) The owner may also:
For the legal basis under GDPR (or equivalent legislation as implemented in local law):
On the basis of contractual necessity:
 - (i) Process personal data (including where applicable Vehicle Data) to fulfil both Owner's and Renter's obligations under the Rental Agreement.
 - (ii) To communicate important information regarding your rental. These communications are transactional in nature and will be sent to you via email, text or calls.
 - b) On the basis of the Owner's legitimate business interests, where such interests are not overridden by Renter and Authorised Driver's rights:
 - (i) To assist us in providing better products and services: for example, to evaluate the performance of our staff, to assess the quality of products and services received and to help us improve our websites, facilities and services.
 - (ii) Store information indicating that the Renter or Authorised Driver could be a risk for future rentals, such as recording information about traffic or criminal offences or abusive behaviour towards Owner's staff. This may mean that future rental requests may not proceed.

- (iii)** To locate our Vehicle when it is reported as lost or stolen.
- c)** Use and share your information with third parties to prevent fraud and protect our business interests and rights, privacy, safety and property, or that of individuals and the public. We will do this to respond to law enforcement requests, collect unpaid bills, to avoid liability for penalties you incur (e.g., traffic citations) and for claims processing purposes;
- d)** For fraud prevention purposes, to verify identity and authenticate identity-related documentation as well as additional points of contact for rental related communications through personal references.
- e)** Compile statistics and analysis about Renter's and Authorised Driver's use of Owner's products and services.
- f)** To establish, exercise or defend legal claims:
 - (i)** Provide details of any accidents in which Renter or any Authorised Drivers are involved to relevant insurance databases.
 - g)** For legal basis to fulfil both Owner's and Renter's obligations under the Rental Agreement save for in instances where Owner's Vehicle is reported as lost or stolen where no consent will be required.

To withdraw your consent at any time please contact us to re-issue your rental ticket with your revised consent preferences.

- b)** The Vehicle may be equipped with emergency notification functionalities to ensure appropriate assistance is provided in the case of an emergency. The Vehicle may also be equipped with technology that collects and transmits data, including information collected from event data recorders, global positioning devices, or any other similar technology, which may be controlled by the Owner ("Telematics Systems"). When installed and where permissible, the Telematics Systems will enable Owner to collect and use information on the basis of Owner's legitimate interest, performance of the Rental Agreement or where required with your consent, including but not limited to: (1) location information; (2) collision information; and (3) vehicle operation information, such as operational condition, mileage, tire pressure, fuel status, and other diagnostic and performance information. This information may be combined with information Renter has provided Owner and used to fulfil both Owner's and Renter's obligations under the Rental Agreement. Owner's use of the information may also include storage of this information after the expiration of the Rental Agreement. If a Vehicle has been reported as potentially or actually lost or stolen, Owner may access Vehicle location data or request access to it from the relevant system. Renter not consenting to the collection of data from Telematics Systems from the Vehicle does not prohibit Owner from obtaining and using data collected from Vehicle in the event the Vehicle is reported lost or stolen.

It is Renter's responsibility to delete all personal information from these systems before returning Vehicle to avoid subsequent occupants or users of Vehicle

accessing this information, as Owner cannot guarantee the privacy or confidentiality of such information

If Renter downloads a mobile application made available by the manufacturer (OEM) and Renter registers the Vehicle in that application, Renter's use of the application may result in the sharing of personal data, vehicle information, location information and driving characteristics with the vehicle manufacturer. Renter's use of these applications is strictly governed by the OEM's terms and conditions and privacy policy and Owner is not in any way responsible for, and Renter releases Owner from, any claim or cause of action which may arise from Renter's use of these applications. Prior to returning the Vehicle, it is Renter's responsibility to either remove the application or delete the Vehicle from the application.

- b)** Owner may disclose personal data to: (i) to law enforcement; (ii) to meet legal compliance requirements such as anti-money laundering laws; (iii) any necessary third party which assists the Owner to execute its obligations under or enforcement of the Rental Agreement; or (iv) as part of a sale or merger of Owner's business assets or any related due diligence process.
- c)** Owner retains personal data for commercially reasonable periods of time or in accordance with specific laws or policies.
- d)** In some circumstances the Renter has the right to: (i) access and port their personal data; (ii) ask for their personal data to be rectified (where it is inaccurate or incomplete), or to have it erased where Owner no longer has a legitimate reason to process it; (iii) ask for processing to be restricted; (iv) object to Owner's processing of their personal data; and (v) lodge a complaint with the applicable supervisory authority.
- e)** If Renter has any queries in relation to this Notice, Renter can contact Owner by email (info@tranzac.co.uk)
- f)** Additional information about Owner's processing of personal data may be provided as and when required and / or applicable.

7. Protection Products

- a)** Excess Protection (EXP)
- b)** Roadside Assistance Protection (RAP)
- c)** Comprehensive including third party liability, fire and theft.

8. Termination of Rental Agreement

- a)** The Rental Agreement terminates with the lapse of the Rental Period or the Extended Rental Period, as applicable, or as otherwise stipulated in this section
- b)** Renter may return the Vehicle and terminate the Rental Agreement early at any time during the Rental Period for any reason by returning the Vehicle and in accordance with the terms of section 2.
- c)** Either party may terminate the Rental Agreement with immediate effect if the other party commits a material breach of the Rental Agreement or if security risks for Renter, Authorised Drivers or other third parties require an immediate return of the Vehicle. A breach of Renter's obligations in section 3, 4, and 5 is a material breach.
- d)** Upon termination of the Rental Agreement, if Renter fails to return the Vehicle to the agreed return location, Owner may repossess the Vehicle, and

Renter is liable for any costs incurred in repossessing it in accordance with section 5(d).

- e) Termination of the Agreement does not affect any rights or remedies provided by law which exist at the date of termination. Any parts of the Agreement which by implication continue after such termination are not affected.
- f) Owner may notify the police if Renter operates the Vehicle after end of Rental Period or Extended Rental Period, as applicable.

9. Liability

- a) Owner has the sole right and responsibility to repair the Vehicle, and the decision as to whether to repair the Vehicle, and the timing of such repair (and whether multiple incidents of damage caused by different renters will be repaired at the same time), is at Owner's sole discretion.
- b) Renter shall pay to Owner on demand in accordance with applicable law Owner's costs reasonably incurred when collecting payments due from Renter, including legal fees and court costs (if the court issues a judgment in Owner's favour).
- c) Renter's liability for damage to, loss or theft of, the Vehicle may be reduced by the purchase of a DW, EXP or other protection products (as available) (see section 7).
- d) In the event of damage to or loss of theft of the Vehicle or a part or accessory thereof from the time of the commencement of the Rental Period up until the time of the Vehicle inspection unless caused through Owner's own fault, Renter may be liable for the following costs, charges and other damages (provided this does not result in Owner being compensated twice for the same loss):
 - (i) The charges invoiced to Owner by the repair facility for the specific repair of the Vehicle, or replacement of the part or accessory;
 - (ii) a genuine estimate of the cost to Owner of the repair of the Vehicle, or replacement of the parts or accessories (as applicable) calculated by reference to Owner's standard list of minor repairs (which has been independently verified and is available upon request) or by an estimate provided by a repair shop. The amount invoiced to Renter for any repairs will be lower than the manufacturer suggested retail price but may be higher than Owner's cost, because the invoiced amount will not reflect any rebates which Owner may subsequently receive from the repair shop or supplier based on Owner's volumes of purchases and long-term relationships, and may not include any economies of scale where damage caused by different customers are repaired simultaneously;
 - (iii) To the extent that any repair does not fully restore the value of the Vehicle, a reasonable sum for the diminishment of value as determined by an independent motor engineer;
 - (iv) In the event that the total estimated repair cost is greater than the value of the Vehicle minus the salvage value, an estimate of the retail value of the Vehicle immediately prior to the damage, as independently verified, less the salvage value;

Driver is) in breach of the terms of this Rental Agreement and (ii) to the extent Renter, or Additional Authorised Driver was at fault. (h) If any personal belongings are found in the Vehicle after its return, Owner shall notify Renter and ask Renter to pick them up. After 3 months, items will be disposed of.

10. Governing Law / Alternative Dispute Resolution

- a) The Rental Agreement is governed by UK laws
- b) Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without the Renter having to go to court. Renters can submit a complaint to the BVRLA via their website at <http://www.bvrla.co.uk/advice/guidance/using-bvrlas-conciliation-service>. The BVRLA will not charge Renter for making a complaint and if Renter is not satisfied with the outcome Renter can still bring legal proceedings.

11. Miscellaneous

- a) If at any time any part of the Rental Agreement is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same is deemed omitted from the Rental Agreement and the validity and/or enforceability of the remaining provisions of the Rental Agreement is not in any way affected or impaired as a result of that omission.
- b) A full copy of Owner's complaints procedure is available to Renter upon request.
- c) Owner shall send any written notices provided under this Rental Agreement to the address Renter provided on the Rental Agreement Summary. Renter shall send any written notices provided under this Rental Agreement to the address specified at the footer of this document.

12. Jurisdiction

- a) If Renter lives in England and Wales, Renter shall bring legal proceedings in the English courts. If Renter lives in Scotland, the Renter can bring legal proceedings in either the Scottish or the English courts. If Renter lives in Northern Ireland, Renter can bring legal proceedings in either the Northern Irish or the English courts.