

Car & Away Ltd – Terms and Conditions

Last updated on: 2/10/17

Please read these terms and conditions carefully as they contain important information regarding your legal rights, remedies and obligations and apply to your activities on this website at <http://www.carandaway.com/> ("Website"). Please note that practical explanations can be found within our FAQs for both Owners (as defined below) and Renters (as defined below) and any questions relating to your privacy and our holding of your data can be found in our Privacy Policy.

In particular, please note the following:

- **Owners to make their Vehicle (as defined below) available in a roadworthy condition and with a full tank fuel in it and for Renters to return the Vehicle on time, notify the Owner (where it is a Booking for a Home Location) or Car & Away (where it is a Booking for an Airport Location) if that is not possible and ensure that any changes in the Vehicle's condition that occur during the Rental Period (as defined below) are formally noted via the prescribed communications channels set out in these Terms (as defined below).**
- **Renters to be aware that by English law they are responsible for the roadworthiness of the Vehicle as they would be if renting from a traditional rental company.**
- **The Owner and the Renter to understand that the contract for car rentals is between the Owner and the Renter. We facilitate the rental but are not a party to the contract between the Owner and the Renter.**
- **To use the Services (as defined below), all Vehicles must have Telematics (as defined below) installed. Please see our Privacy Policy for further detail. If Telematics are not installed, then an Owner will not be able to place a Vehicle for hire on the Site.**
- **You may be redirected to the Site (as defined below) via a Partner Site (as defined below). We are not responsible for the content, terms and conditions, offers or privacy policies of the Partner Sites and your dealings with the Partner Sites are solely between you and the operator of the Partner Sites.**

You should only use the Site if you agree with these Terms. When you click to accept the Terms, you will be legally bound by these Terms. We recommend that you print a copy for your records.

Unless otherwise stated as applying only to Owners or Renters, these Terms shall apply to all Members (as defined below). We may change these Terms from time to time so you should check back regularly to see if anything has changed but we will also notify you of any significant changes either on the Site or by email. Changes will become effective from the next time that you access your Account.

1 INTRODUCTION

1.1 Who we are, what we do and contacting us

- 1.1.1 Car & Away is operated by Car & Away Limited (trading as Car&Away), with company registration number 09992443 and its registered address at 1st Floor, 1 Hotspur Lane, Wooburn Green, High Wycombe, Buckinghamshire HP10 0AA ("**Car & Away**"/"**we**"/"**our**"/"**us**"). Our VAT number is 256726970.
- 1.1.2 Car & Away connects Owners with people who are seeking to hire those Vehicles, the Renters. We do this by providing an online platform that provides a way to organise bookings and payments (our "**Services**"). The online platform is available via the Website (and its sub-domains (together the "**Site**") and Partner Sites.
- 1.1.3 The Services provided through the Site allow Owners to create a listing for their Vehicles and allow Renters to find out information about what Vehicles are available for rental and to make a rental booking directly with Owners via the Site, or the Website or Partner Sites.
- 1.1.4 Car & Away will place the Vehicles on Partner Sites but all Bookings for the Vehicles will be concluded via the Site.
- 1.1.5 Car & Away acts as a broker to facilitate hire of vehicles by Renters from Owners. Car & Away provides a way to organise bookings and payments for these arrangements Car & Away does not provide car rental services and, unless otherwise expressly stated, Car & Away does not own or maintain any Vehicles for this purpose. The contract for Vehicle rental is between the Owner and the Renter.
- 1.1.6 If you are an Owner, then you agree that Car & Away is authorised by you to enter into a Booking with the Renter to rent the Vehicle on your behalf acting as your agent.
- 1.1.7 If you are the Renter, then you agree that Car & Away is authorised by you, to enter into a Booking with the Owner to rent the Vehicle on your behalf acting as your agent.
- 1.1.8 If you have any questions, complaints or comments about these Terms or our Services, then just contact us at: help@carandaway.com, our postal address above or on 01293 569106

1.2 Definitions

For the purpose of these Terms, the following words have the meaning set out below:

Account	As defined in clause 2.2.
Additional Driver	A Member added to a Booking as an additional driver, as agreed with the Insurers.

Administration Charge	A charge payable by a Member to Car & Away in the circumstances set out in these Terms and in the amount set out in the Schedule of Charges.
Airport Location	Airports in the United Kingdom where the Vehicle is made available by the Owner by buying a new parking proposition directly with the parking partner/provider allowing the Vehicle to be offered for hire with a suitable Renter.
Available On Request	A request for a Vehicle where the Owner has not stated that it is available on the dates specified in the Booking Request.
Booking	A completed agreement between an Owner and a Renter made via the Site for the Renter to use a Vehicle for a Rental Period in return for the Total Booking Fee in accordance with these Terms.
Booking Confirmation	A confirmation issued by Car & Away via e-mail once an Owner or Car & Away (as applicable) has accepted a Booking Request.
Booking Fee	The fee charged by Car & Away to the Owner for facilitating a Booking calculated by multiplying the Rental Price by the Booking Fee Percentage, plus VAT at the applicable rate.
Booking Fee Percentage	Airport Locations: 40% Home Locations: 25%
Booking Request	A request by a Renter to use a particular Vehicle for a specified period of time, submitted via the Site which will either be for Available On Request or Instant Book.
Breakdown Provider	Car & Away's breakdown and recovery partner, currently RAC.

Cancellation Administration Charge	A charge payable by an Owner or Renter in the circumstances set out in these Terms, in the amount set out in the Schedule of Charges.
Cancellation Charge	The cancellation charges specified in the Schedule of Charges.
Car & Away Help Team	help@carandaway.com or 01293 569106 (office hours 8am-6pm)
Chargeback Administration Charge	A charge payable by a Member in the circumstances set out in Clause 9.5, in the amount set out in the Schedule of Charges.
Cleaning Fee	A charge payable by the Renter in the circumstances set out in these Terms, in the amount set out in the Schedule of Charges.
Condition Report	As defined in clause 8.8.
Condition Report Charge	A charge payable by a Member in the circumstances set out in these Terms, in the amount set out in the Schedule of Charges.
Delay Period	As defined in clause 6.5.
Driver Eligibility Criteria	<p>A Renter must:</p> <ul style="list-style-type: none"> • be aged 25 years or older; • be a current UK or Republic of Ireland resident with a UK or Republic of Ireland residential home address; • hold a valid driving licence from the UK or ROI; • have held a full valid driving licence for a minimum of 24

months;

- have no more than 3 points on his/her licence (UK and ROI licence holders) and no bans or disqualifications
- have a maximum one fault claim in last 3 years
- not have any non-motoring criminal convictions
- have referred any medical condition requiring Driver and Vehicle Licensing Agency (DVLA) notification and received authorisation granted by the DVLA
- not have been refused motor insurance at normal rates and terms or been declined insurance or had any insurance policy cancelled by an insurer
- not be involved in any of the following professions as this is required by the Insurer:

Professional Gambling
Professional Sports
Entertainment
Hawking
General Dealing
Modelling
Street or Market Trading
Cannot be a student in FT education under 25

Lease cars may be acceptable but please refer to our Vehicle Eligibility Criteria.

An Owners must be;

- Over 25 year's old
- Have held a licence for more than 24 months
- Have a fully comprehensive insurance policy (our insurance

	<p>replaces yours, but you need to have fully comp in place for our insurance to work)</p> <ul style="list-style-type: none"> Not be one of the following professions as this is required by our Insurer: <table border="1" style="margin-left: 40px;"> <tr><td>Professional Gambling</td></tr> <tr><td>Professional Sports</td></tr> <tr><td>Entertainment</td></tr> <tr><td>Hawking</td></tr> <tr><td>General Dealing</td></tr> <tr><td>Modelling</td></tr> <tr><td>Street or Market Trading</td></tr> </table>	Professional Gambling	Professional Sports	Entertainment	Hawking	General Dealing	Modelling	Street or Market Trading
Professional Gambling								
Professional Sports								
Entertainment								
Hawking								
General Dealing								
Modelling								
Street or Market Trading								
Excess	The amount the Renter is liable for under the Insurance Policy in the event of an incident that requires payment for damage caused to the Vehicle or another person's property, which may be reduced if the Renter buys 'Standard Cover – Reduced Excess'							
Excess Mileage Fee	As defined in clause 8.19.							
Extended Rental Period	The period of time by which the Owner or Car & Away (as applicable) and the Renter agree to extend the Initial Rental Period.							
Face to Face Hiring	The process of providing a Vehicle's keys in person between the Owner and the Renter.							
FAQs	Frequently asked questions for Bookings from Airport Locations which are available here: www.carandaway.com/help-support .							
Home	The location of the Owner where the Renter shall collect the Vehicle.							

Location	
Initial Rental Period	As defined in clause 6.2.
Instant Book	A request for a Vehicle where the Owner has stated that it is available on the dates specified in the Booking Request.
Insurance Fee	The cost of insurance for a Rental Period, which may include the Standard Cover – Reduced Excess fee.
Insurance Policy	Car & Away's motor vehicle insurance policy for Members, provided by the Insurer which can be accessed from here: http://www.carandaway.com/downloads/Car_and_Away_Allianz_Policy_Wording_20171121.pdf
Insurer	The entity providing the Insurance Policy from time to time, currently Allianz.
Key Replacement Administration Charge	A charge payable by a Renter in the circumstances set out in these Terms, in the amount set out in the Schedule of Charges.
Key Replacement Charge	A charge payable by a Renter in the circumstances set out in clause 9.1.5, in the amount set out in the Schedule of Charges.
Key Safe	A secure locking device owned by Car & Away at all times and loaned to Owners by Car & Away whilst they are a Member that allows Renters to gain access to the key of the Vehicle by entering a code sent to them by Car & Away.
Locksmith Charge	A charge payable by a Renter in the circumstances set out in clause 9.1.6, in the amount set out in the Schedule of Charges.

Market Pricing	Pricing determined by Car & Away using prevailing market conditions including time of year, type and condition of Vehicle and other car hire operators' pricing for a similar Vehicle.
Member	An individual who signs up for membership of the Services through the signup process on the Site, including Owners and Renters.
Optional Extras Fee	The cost of any optional extras selected by a Renter in relation to a Rental Period.
Overdue Fee	The fee calculated in accordance with the Schedule of Charges for the late return of the Vehicle without the Owner's prior permission.
Owner	A Member who signs up to make a Vehicle available to rent via the Site.
Owner Administration Charge	A charge payable by a Renter in the circumstances set out in these Terms, in the amount set out in the Schedule of Charges.
Owner Payment	The Rental Price minus the Booking Fee.
Owner Pricing	The Owner sets the price for all Bookings for that Owner.
Partner Site	A third-party website and/or application where a Vehicle may be listed and/or a Booking facilitated.
Penalty Notice Administration Charge	A charge payable by a Renter as set out in the Schedule of Charges.
Pick-up Grace Period HOME	The period of time from the start of the Rental Period during which the Owner has to make the Vehicle available, or the Renter has to pick up the Vehicle, as set out in the table below:

	<table border="1"> <thead> <tr> <th>Rental Period duration</th> <th>Pick-up Grace Period</th> </tr> </thead> <tbody> <tr> <td>Less than 4 hours</td> <td>20 minutes</td> </tr> <tr> <td>4 hours to 4 days</td> <td>30 minutes</td> </tr> <tr> <td>4 days +</td> <td>1 hour</td> </tr> </tbody> </table>	Rental Period duration	Pick-up Grace Period	Less than 4 hours	20 minutes	4 hours to 4 days	30 minutes	4 days +	1 hour
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4 days +	1 hour								
Pick-up Grace Period AIRPORT	<p>The period of time from the start of the Rental Period during which the Owner has to make the Vehicle available, or the Renter has to pick up the Vehicle, as set out in the table below:</p> <table border="1"> <thead> <tr> <th>Rental Period duration</th> <th>Pick-up Grace Period</th> </tr> </thead> <tbody> <tr> <td>5 day +</td> <td>2 hours</td> </tr> </tbody> </table>	Rental Period duration	Pick-up Grace Period	5 day +	2 hours				
Rental Period duration	Pick-up Grace Period								
5 day +	2 hours								
Preapproved Amount	£300								
Recovery Charge	A charge payable by a Renter in the circumstances set out in clause 9.1.8 in the amount set out in the Schedule of Charges.								
Refuelling Charge	As defined in clause 9.1.3.								
Remote Hiring	The process of providing access to keys to the Vehicle using a Key Safe.								
Rental Period	The Initial Rental Period plus any Extended Rental Period, which together can last for no more than three months.								
Rental	The total price applied to a Rental Period excluding the Insurance Fee or								

Price	Optional Extra Fee.
Renter	A Member who requests and books a Vehicle from an Owner via the Site.
Schedule of Charges	The schedule stipulating charges which may be payable by the Owner and/or Renter which are set out at the end of the Terms.
Services	As defined in clause 1.1.2.
Site	As defined in clause 1.1.2.
Standard Cover	The standard insurance cover which is a fully comprehensive insurance policy as specified in the Insurance Policy. An Excess of £250 is payable under Standard Cover in the event of a claim.
Standard Cover-Reduced Excess	Please note: this is not currently available
Telematics	A telematics unit fitted to a Vehicle when a Vehicle is being rented out and which is owned or licensed to Car & Away for the duration of the Member's ownership.
Terms	These terms and conditions.
Total Booking Fee	Rental Price plus the Insurance Fee, plus the Optional Extras Fee, and adjustment for any Extended Rental Period.
Vehicle	The car and all its documents, tools, fittings, components, standard equipment (including jack, spare tyre, etc), whether mechanical or otherwise, the subject of a Booking.

Vehicle Eligibility Criteria	<p>The Vehicle must:</p> <ul style="list-style-type: none">• be less than 9 year's old• have less than 100,000 miles on the clock• have a valid MOT, where applicable• be comprehensively insured in the UK• NOT be a company car• NOT be left hand drive• be a UK registered vehicle and registered to a UK resident• be in the insurance group of 1-45 most makes and models of cars in the UK are accepted• have a replacement value not more than £50,000• have no custom modifications• have an expiry date of vehicle tax (the tax disc) and MOT (if applicable) of more than 30 days away• not be a van, motorbike, motorhome, campervan, foreign registered or imported car• not have been previously classified as either a category C or D write off. <p>If the Owner's Vehicle is a lease car:</p> <ul style="list-style-type: none">• the Owner must be the person who holds the lease contract• the Owner's lease contract must allow, or at least not specifically exclude, sub leasing or P2P rental of the lease car• the Owner must make Car & Away aware of any restrictions that may apply to the Owner's lease arrangement such as licence types or driver age
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2 REGISTRATION & MEMBERSHIP

- 2.1 You may apply to be a Member provided that the relevant membership criteria are met. The criteria is set out on the Site and in our FAQs.
- 2.2 To become a Member, you must register an account with Car & Away to use the Services available on the Website ("**Account**") and if You would like to be:
 - 2.2.1 an Owner, then you will need to submit your details and those of your Vehicle as part of the Account opening process. Acceptance of you as an Owner will be subject to your Vehicle meeting the Vehicle Eligibility Criteria and you meeting the Owner Eligibility Criteria, and subject always to Car & Away's sole discretion to refuse any application if you do not meet the relevant membership criteria; and/or
 - 2.2.2 a Renter, then You will need to submit a completed application form as part of the Account opening process. Acceptance of a Member as a Renter will be subject to the Member meeting the Driver Eligibility Criteria, and subject always to Car & Away's sole discretion to refuse any application if you do not meet the relevant membership criteria.
- 2.3 Once accepted as a Member of Car & Away, each Member must ensure that his or her username and password are kept secure and confidential and keep his or her contact details up to date through the Site. As a Member, you will be responsible for any activity on your Account. Any mobile phone number and email address provided must be personal to, and readily accessible by, such Member. Each Member must respond promptly to requests by Car & Away for updates to any information provided to Car & Away. Each Member must inform Car & Away immediately if he or she no longer meets the eligibility criteria (i.e. the Vehicle Eligibility Criteria, the Owner Eligibility Criteria and/or the Driver Eligibility Criteria) applicable to his or her membership.
- 2.4 As a Member, you may make copies of your information contained in your Account in any format and in doing so, you may make copies of reasonable portions of the Site and the material and content of the Site and your Account.
- 2.5 All Members must cooperate with and assist Car & Away (including responding promptly to all communications), and provide Car & Away with such information and take such actions as may be reasonably requested by Car & Away in connection with any complaints, claims, charges or notices relating to Bookings, or with respect to any investigation undertaken by Car & Away or its representatives, its insurers or the police, regarding any insurance claims, use or abuse of the Site or any other investigations.
- 2.6 Any application for membership which references a promotional offer acknowledges and accepts the terms and conditions of such offer as set out on the Site.

3 YOUR USE OF THE SITE

- 3.1 The Site is for your own personal and non-commercial use only.
- 3.2 When using the Site and your Account, you agree not to:

- 3.2.1 attempt to undermine the security or integrity of the Site, our computing systems or networks or, where the Services or Site are hosted by a third party, that third party's computing systems and networks. We will report any security breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them;
 - 3.2.2 use, or misuse, the Services or Site in any way which may impair the functionality of the Services or Site, or other systems used to deliver the Services or Site or impair the ability of any other user to use the Services or Site;
 - 3.2.3 attempt to gain unauthorised access to any materials other than those to which You have been given express permission to access or to the computer system on which the Services or Site are hosted;
 - 3.2.4 transmit, or input into the Services or Site, any files or data that may damage any other person's computing devices or software, content that may be offensive, or material or data in violation of any law (including data or other material protected by copyright or trade secrets which you do not have the right to use);
 - 3.2.5 create links to the Site unless we give you prior written consent;
 - 3.2.6 attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Site except as is strictly necessary to use either of them for normal operation and other than as permitted by law;
 - 3.2.7 impersonate any other person while using the Site;
 - 3.2.8 conduct yourself in a vulgar, offensive, harassing or objectionable manner while using the Site; or
 - 3.2.9 use the Site for any unlawful purpose.
- 3.3 If You use any communication tools available through the Site (such as any forum, chat room or message centre), you agree only to use such communication tools for your domestic purposes and in accordance with the law. You must not use any such communication tool for posting or disseminating any material unrelated to the Site or for advertising or marketing purposes.
- 3.4 When you make any communication on the Site, you represent that you are permitted to make such communication. Any communications shall be conducted in a courteous manner. We are under no obligation to ensure that the communications on the Site are legitimate or that they are related only to the use of the Services.
- 3.5 You may have other rights granted by law, and these Terms do not affect these except if the two are inconsistent. If this is the case then these Terms will override any other rights which you may have, unless this is not permitted by law.

4 OUR RIGHTS AND OBLIGATIONS

- 4.1 We may change, modify, amend or remove some or all of the functionality or content on the

Site at any time and we reserve the right to remove any communication or any material held within the Site at any time at our sole discretion.

- 4.2 You agree that we are free to use any comments, information or ideas contained in any communication you may send to us without compensation, acknowledgement or payment to you for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving the Site, Services or other products or services.
- 4.3 We and/or our licensors are the owners of the Site which includes (but without limitation) any software, applications and domains made available through it.
- 4.4 All intellectual property rights in the Site, and the content (except the personal information of you and other users contained your and their Accounts), video, audio, graphics, logos, icons and service names which appear on the Site belong, or are licensed, to us. You do not have any rights to such intellectual property except as expressly set out in these Terms.

5 BOOKING A VEHICLE

- 5.1 A Booking Request will specify the start and end time of the proposed rental which shall be for no more than three months (the "**Initial Rental Period**") and the Total Booking Fee.
- 5.2 Once a Booking Confirmation has been sent to the Renter and the Booking is binding on both Owner and Renter, and subject to the cancellation rules set out in these Terms.

6 RENTAL PERIOD

- 6.1 The Renter will have exclusive use of the Vehicle for the Rental Period.
- 6.2 From the Home Location, if requested by the Renter, the Owner may agree to extend the Initial Rental Period for an Extended Rental Period in accordance with the Vehicle's availability. Neither the Initial Rental Period nor any Extended Rental Period, individually or combined, may be more than 28 days. From the Home Location, the Renter must inform Car & Away of the Extended Rental Period agreed with the Owner prior to the expiry of the Initial Rental Period (or any previously agreed Extended Rental Period).
- 6.3 From the Airport Location, the Renter must contact Car & Away Help Team and gain permission to extend the Rental Period.
- 6.4 Where the Owner for a Home Location or Car & Away for an Airport Location agree to an Extended Rental Period, Car & Away will then adjust the Total Booking Fee and arrange an applicable extension to the Insurance Policy to account for the Extended Rental Period, subject to appropriate Insurance Policy cover being available. Members will not be covered by Insurance Policy where an extension is not notified to, and approved by, Car & Away. It is vital that all extensions are notified to Car & Away in accordance with these Terms because driving without proper insurance is an offence and Members may be personally liable for any loss or damage caused in any period where they are not covered by the Insurance Policy. Owners should satisfy themselves that the extension has been notified to Car & Away and should not expect the Insurance Policy cover to be available where they have agreed an extension directly

with the Renter but failed to notify Car & Away.

- 6.5 If the Renter fails to return the Vehicle to the Owner at the Home Location or Car & Away at the Airport Location before the end of the Rental Period, the Renter shall be liable for an Overdue Fee for the period of additional time until the Renter returns the Vehicle to the Owner (the "**Delay Period**"). The Overdue Fee shall be calculated as set out in the Schedule of Charges. The Renter may also be liable for additional insurance charges in relation to the Delay Period and any reasonable costs incurred by the Owner or a subsequent Renter as a result of the late return of the Vehicle. The Renter will remain responsible for all the Renter's obligations for the full duration of any Delay Period.

7 RESPONSIBILITIES OF THE RENTER

RENTER

- 7.1 The Renter must pick up the Vehicle at the time and place specified in the Booking Confirmation or as otherwise agreed directly with the Owner.
- 7.2 For both Home Locations and Airport Locations, the Renter must inspect the Vehicle before the start of the Rental Period. The Renter must sign and acknowledge any existing damage recorded in the Vehicle's Condition Report before the Rental Period begins.
- 7.3 For Home Locations, if the Renter is not provided with a copy of the Condition Report, or identifies any additional damage not listed, the Renter must inform Car & Away and submit clear, time stamped photographs of such damage to the Owner and/or Car & Away before the Rental Period begins. Failure to comply with this may result in the Renter being liable to a Condition Report Charge.
- 7.4 It is a driver's responsibility under English law to ensure that the Vehicle is roadworthy. If the Renter reasonably believes the Vehicle is not roadworthy, the Renter may cancel the Booking in accordance with the cancellation policies set out in these Terms. In conducting the damage inspection and roadworthiness checks, the Renter should, as a minimum, check that:
- 7.4.1 tyres all have adequate tread depth and are not worn;
 - 7.4.2 the handbrake works;
 - 7.4.3 engine noise is not excessive or unusual;
 - 7.4.4 electric windows work;
 - 7.4.5 all rear viewing mirrors fitted as standard in the Vehicle are in place as required, and can be adjusted;
 - 7.4.6 side mirrors are free from cracks;
 - 7.4.7 seats adjust;
 - 7.4.8 seat belts are present and work;

- 7.4.9 headlights, indicators, brake lights and reversing lights work;
- 7.4.10 any chips on windscreen are noted;
- 7.4.11 the in-car entertainment and other peripherals work; and
- 7.4.12 washer fluid is present.
- 7.5 The Renter must ensure that any scratches, bumps and dents in the bodywork, and any other defects, abnormalities or damage, are noted in the Condition Report and that the fuel level in the tank is full.
- 7.6 The Renter must treat the Vehicle and its keys with reasonable care and will be responsible for the Vehicle and its keys whilst out of the possession of the Owner. This includes driving carefully, always locking the Vehicle and using any additional security device fitted to or supplied with the Vehicle when it is not in use. If using Remote Hiring, the Renter must ensure that the Key Safe is locked at the start and end of each Rental Period.
- 7.7 The Renter must only use the correct fuel for the Vehicle and will be liable for the cost of any repairs, towing fees or other costs incurred as a result of using the wrong fuel.
- 7.8 The Renter must not sell, rent or dispose of the Vehicle, or any of its parts. The Renter must not give anyone any legal or beneficial rights over the Vehicle.
- 7.9 The Renter must bring the Vehicle back to the location it was originally rented from. The Renter must park the Vehicle legally and in accordance with any restrictions imposed by any parking permits associated with that Vehicle and must inform the Owner of any restrictions applicable to the return location. The Renter will be liable for any parking charges incurred at the return location, unless the risk of incurring such charges has been expressly acknowledged and agreed with the Owner or Car & Away.
- 7.10 From a Home Location, if the Vehicle was rented using Face-to-Face Hiring the keys must then be handed to the Owner (or returned in a manner otherwise agreed with the Owner at the start of the Rental Period). If the Vehicle was rented using Remote Hiring, the keys must then be returned and securely locked in the Key Safe.
- 7.11 At the Airport Location, Renters will receive keys from Car & Away at the time of pick up and return keys to Car & Away at the time of drop.
- 7.12 Regardless of key exchange mechanism, if the Vehicle is not being returned to the Owner or Car & Away staff in person, the Renter must take clear, time stamped photographs showing the condition of the Vehicle at time of drop off, or be liable to a Condition Report Charge in the event of a damage or insurance claims dispute.
- 7.13 Before returning the Vehicle, the Renter must ensure that the Vehicle is as clean as at the start of the Rental Period, and the Renter must remove any debris, rubbish and the Renter's personal items from the Vehicle.
- 7.14 The Vehicle must only be driven by the Renter and any Additional Drivers, who must each

meet, and continue to meet, the Driver Eligibility Criteria throughout the Rental Period. Any other drivers will not be covered by the Insurance Policy and will be driving illegally. If Car & Away becomes aware that a driver other than the Renter or any Additional Driver has driven the Vehicle during a Rental Period, Car & Away will immediately terminate the Renter's membership and will charge the Renter for Car & Away's reasonable administration costs and additional costs relating to the contravention.

7.15 The Renter, and any Additional Drivers, must not:

7.15.1 use the Vehicle for any illegal purpose;

7.15.2 overload the Vehicle by number of persons carried or by weight of goods carried;

7.15.3 use the Vehicle whilst under the influence of alcohol or drugs;

7.15.4 use the Vehicle if the driver may reasonably be considered to be unfit to drive a vehicle;

7.15.5 use the Vehicle for racing, speed-testing or teaching someone to drive;

7.15.6 use the Vehicle for any commercial purpose including the carriage of passengers for hire or reward;

7.15.7 use the Vehicle off-road;

7.15.8 'clock' the Vehicle or tamper in any way with the Vehicle's odometer;

7.15.9 modify the Vehicle in any way (including fitting roof racks/bike racks and/or tow bars) or allow anyone to work on, or fit any new or replacement parts to, the Vehicle without the express permission of the Owner;

7.15.10 drive the Vehicle outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;

7.15.11 if the Vehicle has a manual transmission, drive the Vehicle without adequate prior experience of using a manual transmission; or

7.15.12 smoke in the Vehicle, or transport any animals or pets in the Vehicle without the express prior consent of the Owner.

7.16 The Renter shall, and shall procure that any Additional Drivers, comply with all legal obligations that he or she has as a driver under these Terms and any applicable law.

7.17 A Renter may cancel a Booking Request without charge or penalty at any time before the Owner confirms the Booking Request by withdrawing the Booking Request. Thereafter, the cancellation provisions in these Terms will apply.

7.18 Bookings that are Instant Book and subsequently cancelled by a Renter will be subject to the cancellations provisions within these Terms.

- 7.19 When making a Booking Request, the Renter should rely solely on the information provided on the Site, and any additional information communicated to the Renter by the Owner or by Car & Away on behalf of the Owner. Car & Away may endeavour to provide additional information about the Vehicle upon request from the Renter, but will not assume any liability for the accuracy or completeness of any such information.

8 RESPONSIBILITIES OF THE OWNER / MAKING A VEHICLE AVAILABLE

OWNER

- 8.1 The Owner must be the legal owner and registered keeper of the Vehicle. The Owner is responsible for ensuring that there are no restrictions in any contracts between the Owner and a third party which prevent the use of the Vehicle for the purpose of Bookings.
- 8.2 The Owner must:
- 8.2.1 have a vehicle that to the best of their knowledge has not been previously written off following a road traffic incident or any other circumstances;
 - 8.2.2 have fully comprehensive insurance on their Vehicle. Should this prove incorrect that they accept that the cover provided by Car & Away will revert to third party car insurance only. This means that the Owner is not insured for damage to the Vehicle; and
 - 8.2.3 inform their car insurance provider of their intentions to rent their Vehicle out through the Site.
- 8.3 For the Home Location, the Owner must make the Vehicle available at the start of each Rental Period at the location and time as specified in the Booking Confirmation or as otherwise agreed directly with the Renter prior to the start of the Rental Period.
- 8.4 At the Airport Location, the Owner must arrive at the time and location specified in the Booking Confirmation.
- 8.5 For Remote Hiring, the Owner must disclose the location of the Key Safe and ensure that it is operational prior to the start of the Rental Period. The Key Safe must be used exclusively for Vehicle key exchanges in relation to Bookings. It is the Owner's responsibility to maintain the Key Safe, making sure it is not exposed to rain, snow or extremes of temperature. Car & Away will not be responsible for any loss or damage to keys or any other items left in the Key Safe.
- 8.6 The Owner must ensure that, at the start of each Rental Period, the Vehicle is roadworthy and serviceable, including that:
- 8.6.1 tyres all have adequate tread depth and are not worn;
 - 8.6.2 the handbrake works;
 - 8.6.3 engine noise is not excessive or unusual;
 - 8.6.4 electric windows work;

- 8.6.5 all rear viewing mirrors fitted as standard in the Vehicle are in place as required, and can be adjusted;
 - 8.6.6 side mirrors are free from cracks;
 - 8.6.7 seats adjust;
 - 8.6.8 seat belts are present and work;
 - 8.6.9 headlights, indicators, brake lights and reversing lights work;
 - 8.6.10 any chips on windscreen are noted;
 - 8.6.11 the in-car entertainment and other peripherals work;
 - 8.6.12 washer fluid is present; and
 - 8.6.13 the fuel level in the tank is full.
- 8.7 The Owner should ensure that, at the start of each Rental Period or when delivered to the airport, the Vehicle is clean and tidy and free from debris, rubbish and any of the Owner's personal items. Any personal items left in the Vehicle are left at the Owner's own risk as loss and damage to such items will not be covered by the Insurance Policy. At the Airport Location Car & Away will store any such items left in the Vehicle as part of the service.
- 8.8 The Owner must maintain a record of any scratches, bumps and dents in the bodywork and any other defects, abnormalities or damage to the Vehicle (the "**Condition Report**") which the Owner must make available to the Renter before the Rental Period begins. Failure to comply with this may result in any claim under the Insurance Policy being refused or the Owner being asked to contribute towards repair costs (the amount for which is set out in the Insurer's table of Excesses and Charges below). If there are any problems with the Vehicle at the start of the Rental Period (including for an Airport Booking where it fails an RAC approved roadworthiness check and you do not agree to paying Car & Away to fix the issue), or if the Vehicle breaks down during the Rental Period, the Renter may apply to Car & Away for a full or partial refund of the Total Booking Fee, depending on the circumstances and at Car & Away's sole discretion. Installed Telematics detailing how the Vehicle is/was being driven will help Car & Away manage this decision objectively. Where a full or partial refund is made, the Owner Payment for the Booking will be reduced by such amount.

Table: Insurer's table of Excesses and Charges

Excess Type	Amount	Paid By	Settlement
Windscreen Repair	£25	Renter	Retained from the Excess
Windscreen Replacement	£75	Renter	

Accidental Damage/Theft/Claim	As per Booking	Renter	
Condition Report not completed (Claims only)	*£250	Owner	Payable to an Insurer approved repairer at the time the Vehicle is collected following repair

* If Vehicle is not repairable and is written off, £250 will be deducted from the value of the claim settlement

- 8.9 The Owner will maintain the Vehicle to at least the manufacturer's recommended standard (including timely servicing and observing recommendations as to tyre tread depth) and will maintain a valid MOT certificate. The Owner will also maintain valid vehicle tax and meet any other statutory requirements for use of a vehicle on public roads in the UK. The Owner will provide reasonable documentation to evidence this, if requested by Car & Away.
- 8.10 For Airport Locations, the Owner agrees to provide Car & Away with the additional information requested (as detailed in the Booking Confirmation) within 24 hours of the Booking Confirmation.
- 8.11 For Home Locations, the Owner agrees to make the Vehicle available on an Instant Book basis on the Site to rent for the first time within 30 days of acceptance into Car & Away. Thereafter, the car can be made available on either an Instant Book or an Available On Request basis. The Owner shall respond reasonably promptly to all Booking Requests. Car & Away reserves the right, at its sole discretion, to withdraw an Owner's membership of Car & Away if the Owner consistently rejects, or fails to respond to, Booking Requests.
- 8.12 Car & Away reserves the right to request the return of the Key Safe (if applicable) at the Owner's expense, if the Vehicle has not been rented in any 26-week period.
- 8.13 If the Owner's membership is withdrawn or terminated by either the Owner or Car & Away, the Owner agrees to reimburse Car & Away upon request for the costs it incurred in providing the Owner's membership including, but not limited to the cost of any initial inspection, the Key Safe, the Telematics and any reasonable administration charges, up to a maximum of £250. The Owner will be notified by e-mail.
- 8.14 On termination or cessation of membership, the Owner agrees within 30 days to return, at the Owner's expense unless Car & Away is in breach of these Terms, all equipment provided by Car & Away, such as the Key Safe, the Telematics and associated accessories to Car & Away's offices.
- 8.15 The Owner undertakes to describe his or her Vehicle accurately on the Site, and to keep the information on such listing up to date. The Owner must inform Car & Away immediately if his or her Vehicle no longer meets the Vehicle Eligibility Criteria.
- 8.16 All Owners acknowledge that (and permits) a Telematic will be fitted to their Vehicle. Please see our Privacy Policy regarding this and further information in FAQs.

- 8.17 Car & Away undertakes to disclose to the Renter the presence of the Telematic installed or plugged in to the Vehicle during the Rental Period. Owners may continue to have their own personal telematics device fitted in the Vehicle. The Telematic will not interfere with this.
- 8.18 If the Owner is issued with any penalty charge notices in relation to traffic offences or charges applicable to the Renter during the Rental Period (as set out in clause 10.1 below) the Owner must notify Car & Away in writing as soon as possible, and in any event within 21 days of the date of issue of the penalty charge notice (e.g. for parking and congestion charges) or the notice of intended prosecution (e.g. for speeding or other traffic offences). Failure to notify us within 21 days will result in the Owner being liable for all additional costs associated with the relevant charge or fine. In addition, at Car & Away's sole discretion, the Owner may be liable for 50% of the relevant fine, charge or penalty if the delay in notification prohibits the Renter from challenging or appealing to the competent authority in accordance with clause 9.4 below.
- 8.19 Owners can set their own daily mileage limits and the Renter is responsible to pay an excess mileage fee for each mile driven over the stated included mileage ("**Excess Mileage Fee**"). The Excess Mileage Fee shall be calculated by multiplying the cost per mile set out in the Schedule of Charges multiplied by the excess mileage above the limit stipulated by the Owner at the Booking. To claim an Excess Mileage Fee, Owners should email help@carandaway.com within 24 hours with evidence of the agreed mileage limit and of its having been exceeded.
- 8.20 The Owner agrees to co-operate with and assist Car & Away (including responding promptly to communications), and provide Car & Away with such information and take such actions as may be reasonably requested by Car & Away in connection with any complaints, claims, charges or notices relating to the Owner's Vehicle and Vehicle listing, or with respect to any investigation undertaken by Car & Away or its representatives regarding use or abuse of the Site.
- 8.21 Owners may make their Vehicle available for rent from the Home Location by using the Site, or at an Airport Location at selected airports specifying the time periods during which the Vehicle is available to rent in accordance with the availability procedures set out on the Site.
- 8.22 An Owner may elect to use either Market Pricing or Owner Pricing) for his or her Vehicle within the Home Location. However, Market Pricing is set by Car & Away for the Airport Location.
- 8.23 For Home Location, Owners may choose either to (a) accept or decline each separate Booking Request individually (known as "**Available On Request**"), or (b) choose to allow all Booking Requests to be immediately confirmed when their Vehicle is available, without requiring a response (known as "**Instant Book**"). Cars made available on Instant Book will have preference on Site searches by Renters.
- 8.24 The Owner, not Car & Away, is solely responsible for honouring any confirmed Booking Requests and making the Vehicle available to satisfy the Booking Request.

9 RENTER CHARGES

- 9.1 The Renter shall pay the following charges in respect of the Booking and Car & Away shall collect such payment on behalf of the Owner and Insurer, acting in the limited capacity of authorised payment collection agent of the Owner and Insurer:

- 9.1.1 the Total Booking Fee payable on Booking and adjustment for any Extended Rental Period payable on request by Car & Away after the Extended Rental Period has been approved;
- 9.1.2 any Overdue Fee which is payable on request by Car & Away at or after the end of the Rental Period;
- 9.1.3 the Refuelling Charge, being the cost of refuelling the Vehicle back to its previous level, plus an Owner Administration Charge, if the Vehicle is returned with any less fuel than the Owner supplied, which are payable on request by Car & Away at or after the end of the Rental Period;
- 9.1.4 the Cleaning Fee, being the cost of cleaning the Vehicle plus an Owner Administration Charge, if the Vehicle is returned to the Owner in a standard requiring the services of a cleaning company, which are payable on request by Car & Away at or after the end of the Rental Period. The Cleaning Fee and Owner Administration Charge may apply in circumstances including, but not limited to, where the Vehicle is returned with evidence of sand, dirt, mud, unauthorised smoking or unauthorised pets;
- 9.1.5 the Key Replacement Charge, being the full cost of replacing the keys to the Vehicle (plus a Key Replacement Administration Charge), if all or part of the Vehicle's keys are not returned to the Owner, which is payable on request by Car & Away at or after the end of the Rental Period;
- 9.1.6 the Locksmith Charge, being the full cost of a locksmith's attendance and work in the event that, for example, the keys are locked in the Vehicle, which is payable on request by Car & Away at or after the end of the Rental Period;
- 9.1.7 the Condition Report Charge, being the administration charge applicable if the Renter fails to comply with the Renter's responsibilities relating to reporting on the condition of the Vehicle as set out in clauses 7.2, 7.5 and 7.9, which is payable on request by Car & Away at or after the end of the Rental Period;
- 9.1.8 the Recovery Charge, being the full cost of recovery of the Vehicle and any additional costs associated with the Vehicle not being returned (including any vehicle holding costs, parking and compound charges) if the Renter fails to return the Vehicle to the Owner at the end of the Rental Period for reasons other than explicitly agreed in writing with Car & Away, the Owner and where relevant, the Insurer or Breakdown Provider under circumstances set out in clauses 13.1 and 13.4 below. Such sums are payable on request by Car & Away at or after the end of the Rental Period;
- 9.1.9 the amount of any loss or damage resulting from any breach of the Renter's responsibilities set out in clause 7 Such sums are payable on request by Car & Away at or after the end of the Rental Period;
- 9.1.10 the fines and charges set out in clause 10 and all charges, fines and court costs for congestion charges, parking, traffic or other offences, including any costs which arise if the Vehicle is clamped, and any civil penalty payable relating to the Booking. The Renter must also pay the appropriate authority any fines and costs if and when the relevant authority demands this payment, and acknowledges that such obligations may be communicated to the

Renter directly, or through Car & Away on behalf of the Owner or the relevant authority. In all cases, the Renter will also be liable for the Penalty Notice Administration Charge;

9.1.11 any other charges stipulated by the Owner in the vehicle's description or agreed between the Renter and the Owner including but not limited to any charges relating to pick up or delivery of the vehicle, the distance driven during the Rental Period, or the provision of accessories or additional items as notified by Car & Away as part of the Booking; and

9.1.12 and any other charges due from the Renter according to the Terms and are requested by Car & Away in accordance with the Terms.

9.2 Car & Away, acting in the limited capacity of authorised payment collection agent of the Owner and Insurer shall collect the Excess before the start of each Rental Period as outlined in each Booking Confirmation, in accordance with the applicable Insurance Policy. If the Vehicle is returned clean and undamaged and the Renter has not caused any damage to anybody else's person or property during the Rental Period, or otherwise incurred any fines, charges or penalties, Car & Away will refund the Excess in full within four working days of the end of the Rental Period. Car & Away may satisfy any charges which Car & Away, in its sole discretion, determines are due under these Terms (whether for the benefit of the Owner or otherwise) by retaining the corresponding amount from the Excess.

9.3 The Renter hereby authorises Car & Away, acting in the limited capacity of authorised payment collection agent of the Owner and Insurer, to collect any amounts for which the Renter is liable under these Terms by charging a credit or debit card, the details of which have been provided to Car & Away by the Renter. This may occur for example, in circumstances where the Excess has already been returned, or where the Renter's liability exceeds the value of the Excess. Car & Away will inform the Renter on request of the reason for any charges that are collected in this manner.

9.4 Car & Away will inform the Renter promptly upon receipt or notification of any charge for which the Renter is liable under clause 9.1. Without prejudice to clause 9.3 the Renter must inform Car & Away within 72 hours of initial communication if the Renter intends to challenge or appeal to the competent authority against the fine, charge or penalty. In such cases, the Renter must keep Car & Away informed of the progress and outcome of the challenge or appeal. Car & Away is not obliged to offer any assistance to the Renter in undertaking the challenge or appeal, and may in its sole discretion impose a reasonable time limit on the Renter's challenge or appeal, after which the Renter will be liable to pay the outstanding amount of the fine, charge or notice (together with any increases or related charges that may have accrued as a result of the challenge or delay) under these Terms.

9.5 The Renter will be liable to a Chargeback Administration Charge if he or she applies for a debit or credit card chargeback claim without reasonable cause, such charge to cover any chargeback fees, administrative and dispute costs incurred by Car & Away as a result of such claim.

10 FINES AND OTHER CHARGES

10.1 The Renter shall be liable for the following fines and costs incurred during a Rental Period (including any Delay Period):

- 10.1.1 any and all traffic offence penalties including parking tickets, speeding fines, clamping fines, bus lane fines and compound charges; and
- 10.1.2 any tolls, fees or charges including the Dartford crossing toll ('Dart Charge') and toll road fees, and the London Congestion Charge.
- 10.2 Wherever possible, it is the responsibility of the Renter to pay the relevant authorities directly. The Renter must provide a written report of any offences committed by him or her during a Booking to Car & Away and the Owner on return of the Vehicle.
- 10.3 In the case of speeding notices (and where otherwise obliged by law) the Renter acknowledges and agrees that Car & Away and/or the Owner may pass on the Renter's details to the police or relevant authority, who may then contact the Renter directly.
- 10.4 The Renter will be liable for any parking charges incurred at the point of return, unless expressly agreed beforehand with the Owner or Car & Away.
- 10.5 In the case of a claim or call out initiated with the Insurer or Breakdown Provider, a Member is liable to a Condition Report Charge if found to have been in breach of Car & Away Terms and Conditions with respect to the Booking.

11 PAYMENT

- 11.1 Each Owner hereby appoints Car & Away as the Owner's authorised payment collection agent solely for the purpose of accepting the Rental Price and any other charges payable by the Renter in accordance with these Terms. In relation to each Booking, Car & Away will pay to the Owner:
 - 11.1.1 the Owner Payment; and
 - 11.1.2 the allocation of any charge proceeds calculated in accordance with the Schedule of Charges.
- 11.2 Payments due under clause 11.1 will be made within 7 working days of the end of the Rental Period, to the bank account nominated by the Owner.
- 11.3 The Owner accepts that Car & Away's obligation to pay the Owner any sums payable under a Booking is conditional upon successful receipt of the associated payments from the other party to the Booking.
- 11.4 Car & Away will pass on the relevant portion of any administration charges due to a Member in respect of a Booking once they have been collected from the Member incurring the charge, as set out in the Schedule of Charges.
- 11.5 The Owner acknowledges and agrees that Car & Away may, without limiting any other rights or remedies that Car & Away may have, set off any amounts received from the Renter in respect of any Booking, against any amounts payable by the Owner to either Car & Away or to the Renter, pursuant to these Terms.
- 11.6 The Owner acknowledges and agrees that the Owner is solely responsible for determining any

personal tax liability as a result of the receipt of any income as a result of renting his or her Vehicle, and for any applicable tax reporting requirements. Car & Away does not provide or offer any tax-related advice to Members.

12 THIRD PARTY LIABILITY, COLLISION DAMAGE WAIVER AND THEFT INSURANCE

- 12.1 The conditions of the Insurance Policy apply to all Bookings. Members should review the separate information on the Site and the Insurance Policy documents, and be aware of any restrictions and exclusions which may apply. By applying for membership of Car & Away, you accept the conditions of the Insurance Policy.
- 12.2 Once a Booking has been made, Car & Away will ensure the Insurance Policy is in effect covering the Vehicle for the duration of the Rental Period. The Insurance Policy only covers the Vehicle for the Rental Period and once the Rental Period is finished, the Owner's normal insurance policy will again apply. The Owner and the Renter are advised to review the conditions of the Insurance Policy. Subject to the exclusions and restrictions detailed in the Insurance Policy, the conditions of the Insurance Policy apply to all Bookings.
- 12.3 The Insurance Policy provides cover for loss or damage to the Vehicle but there may be Excess amounts for which a Renter is personally responsible and which will apply to each incident or claim.
- 12.4 Third parties - There is a legal responsibility to have third party insurance for the Vehicle, and, as part of its Services, Car & Away has arranged for appropriate cover for the benefit of Members. This policy provides cover for damage up to £20 million for damage to third party property and legal obligations to third party claims for injury or damage to their property. Details of the policy limits and specific coverage details are available in the Insurance Policy documentation. The Renter will be responsible for any costs over and above such amount in respect of third party claims.
- 12.5 Own vehicle damage - Subject to clause 13.5 and if the Renter has not opted for Full Cover, where the Vehicle is damaged, lost or stolen during the Rental Period, the Renter shall only be liable up to the amount of the Excess in relation to each separate incident, and any reasonable administration fees incurred by Car & Away which arise when dealing with these matters. However, the Renter will may still have to pay an amount up to the Excess every time the Renter damages the Vehicle or if the Vehicle is lost or stolen.
- 12.6 In the circumstances listed below, the Excess limit shall not apply and the Renter will be fully liable for all costs, claims, damages and expenses resulting in damage to, or loss or theft of the Vehicle whether or not the Renter has opted for Full Cover. However, should an accident arise due to any of the events below you must still inform the Insurer:
- 12.6.1 the Vehicle has been used for an illegal purpose;
- 12.6.2 the Vehicle has been overloaded either by way of the number of persons carried or by the weight of goods carried;
- 12.6.3 the Vehicle has been modified in any way;

- 12.6.4 damage has been caused by hitting overhead or overhanging objects or spanning constructions;
- 12.6.5 damage has been caused by hitting low-level objects;
- 12.6.6 the Vehicle has been used for racing, speed testing or teaching someone to drive;
- 12.6.7 the Vehicle has been used off-road;
- 12.6.8 the Vehicle has been used for carrying fare-paying passengers;
- 12.6.9 the Vehicle has been used in a way that breaks other parts of these Terms or the limitations of the Insurance Policy;
- 12.6.10 the Vehicle has been used for a purpose for which a driver needs an operator's licence if the Renter does not have one;
- 12.6.11 the Vehicle has been driven whilst Renter was under the influence of drink or drugs or could reasonably have been considered unfit to drive; or
- 12.6.12 the Renter has not taken all reasonable care of the Vehicle when parking it or not making sure that it was properly locked or has used the wrong fuel for the Vehicle.
- 12.7 The Insurance Policy arranged by Car & Away is designed not to prejudice or otherwise affect the Owner's or Renter's existing insurance but it is the obligation of both the Owner and the Renter to check this for themselves.
- 12.8 Where the Owner has failed to meet the Owner Eligibility Criteria as the Owner does not have fully comprehensive insurance in relation to its Vehicle, then notwithstanding Car & Away's right to terminate the Owner's membership of the Services, in the event of a claim, the Insurance Policy will revert to third party, fire and theft only in relation to the Owner's Vehicle.

13 ACCIDENTS, DAMAGE, BREAKDOWN AND THEFT

- 13.1 In the event of an accident the Renter must not admit responsibility unless advised to do so by the Insurer. The Renter should obtain the names and addresses of everyone involved, including witnesses and should also:
 - 13.1.1 make the Vehicle secure;
 - 13.1.2 tell the police without delay if anyone is injured or there is a disagreement over who is responsible; and
 - 13.1.3 call the Insurer as stated on the Booking Confirmation.
- 13.2 Damage caused to the Vehicle outside of the Rental Period, or any damage expressly stated to not be covered by the Insurance Policy, will not be covered by the Insurance Policy, and the Owner will be liable for all such damage. Damage incurred while driving illegally will not be covered by the Insurance Policy and Members may be personally liable for such damage.

Unless an Extended Rental Period is agreed in accordance with these Terms, the Insurance Policy only covers the Initial Rental Period.

- 13.3 If an Owner becomes aware that his or her Vehicle has been damaged or stolen the Owner must contact Car & Away by phone within 24 hours of the end of the Rental Period (or any Delay Period). For Home Locations, it is the Owner responsibility to fill in the Condition Report at the end of the rental, collect the signature of both parties and send it to Car & Away within 24 hours as well. Subject to the terms of the Insurance Policy, the Insurer may disregard notifications made after such time and absent of the Condition Report.
- 13.4 In the event of breakdown, the Renter should notify the Breakdown Provider and await assistance. They should also notify the Car & Away Help Team. It is the responsibility of the Renter to remain with the Vehicle, in a safe location, until assistance arrives. If the Renter abandons the Vehicle in the event of breakdown, he or she will be liable for the cost of returning the Vehicle to the Owner and may be liable for the full amount of any damage or theft that occurs. The Renter must not agree to incur any costs or the installation of any parts by the Road Assistance Provider (or otherwise) without the express prior consent of the Owner or Car & Away. The Owner agrees that Car & Away may authorise such costs or the installation of any parts on behalf of the Owner up to the Preapproved Amount. Where the costs or the installation of any parts are above the Preapproved Amount, Car & Away shall use reasonable endeavours to contact the Owner within a reasonable time of the breakdown occurring and if Car & Away is unable to make contact, the Owner agrees that Car & Away may, acting reasonably, authorise such costs above the Preapproved Amount. Any such costs shall be paid by the Owner and Car & Away may set off such costs against any amounts paid by the Renter.
- 13.5 If the Vehicle is stolen during the Rental Period (or any Delay Period) the Renter must inform the police and Car & Away as soon as becoming aware of the theft.
- 13.6 If an Owner becomes aware that the Vehicle has been left dirty to a level warranting a Cleaning Charge, the Owner must notify Car & Away within 24 hours of the end of the Rental Period (or any Delay Period).
- 13.7 The Owner is responsible for the maintenance of his or her Vehicle, and therefore responsible for mechanical and electrical breakdowns. Car & Away offers road assistance for Renters during the Rental Period, but the Insurance Policy does not cover repairs related to breakdowns. However, if the Owner considers that the Renter is responsible for a breakdown as a result of behaviour contrary to the terms of the Rental Agreement, the Owner can appoint an independent expert to prove this. After assessment by that expert, the responsibility for the breakdown will be determined. If the Renter is designated to be responsible for the breakdown, he or she will incur all repair costs related to the breakdown. In the event of a breakdown not resulting from a use contrary to the provisions of these Terms, the Renter may terminate the Booking and be reimbursed for the Rental Period not used by Car & Away within ten working days of the end of the Rental Period.
- 13.8 Normal wear and tear is an inherent part of using and renting out a Vehicle and the Owner is not protected against it with our Insurance Policy. The Owner is responsible for wear and tear, including but not limited to worn out mechanical parts like brakes, engine parts and suspension, as well as electronics failures. We also reserve the right to classify small damages of less than three (3) inches in length to the interior and exterior of the Vehicle as wear and tear, including

weathering of the paint or minor scuffing of the interior surfaces, as well as less than 3-inch nicks, scratches, abrasions or dents to the exterior (including wheels).

13.9 In case of a flat tyre, the Renter and the Owner also agree to the following conditions:

13.9.1 In the event of a puncture, the cost is shared 50/50 on all tyres between Owner and Renter. If the puncture is caused by an abnormal obsolescence or wear and tear of the tyres, the Owner is liable for all charges.

13.9.2 If the Vehicle has no spare wheel or device for repairing a puncture, the Owner is fully liable for the breakdown service costs for the Vehicle.

13.9.3 In case of loss or theft of the key of the Vehicle during the Rental Period, the Renter shall be liable for the cost of the production of a new key to the Owner, and if the Owner specifically requests it, 50% of costs to change the lock cylinder and the complete set of keys.

14 PERSONAL INFORMATION

14.1 We take our responsibility for care of your data very seriously. Please see the Privacy Policy for information on how we process your data.

15 TELEMATICS

15.1 Car & Away will install the Telematics in Vehicles rented out from both the Airport Locations and Home Locations. The relevant Vehicle listing will indicate that Telematics is installed.

15.2 Car & Away will install the Telematics in order to collect data for driver behaviour tracking and improvements to its services which may include helping Members reach quicker resolution wherever possible in the event of a dispute. Car & Away will receive alerts and reports over e-mail, as well as have access to the live data via a management platform. Further details regarding Car & Away's collection and use of such data can be found in Car & Away's Privacy Policy.

16 CANCELLATION AND AMENDMENT

16.1 Once a Booking Request has been accepted by an Owner (at the Home Location) or by Car & Away (at and Airport Location) and the Booking Confirmation has been issued, then any cancellation or no show by either the Owner or the Renter will be subject to the applicable Cancellation Charges.

16.2 For a cancellation of a Booking from a Home Location:

16.2.1 by the Owner, the Owner must notify the Renter directly; or

16.2.2 by the Renter, the Renter must notify the Owner directly.

16.3 For a cancellation of a Booking from an Airport Location:

16.3.1 by the Owner, the Owner must notify Car & Away directly; or

- 16.3.2 by the Renter, the Renter must notify Car & Away directly.
- 16.4 A Renter may cancel a Booking by notification to Car & Away and the Owner where, following the Renter's inspection of the Vehicle at the start of the Initial Rental Period, the Vehicle is not roadworthy. In such cases, the Owner will be deemed to have cancelled the Booking and the Owner shall be liable for the applicable Cancellation Charges. Supporting evidence of the Vehicle's condition may be required by Car & Away before a refund is granted pursuant to this clause 16.4.
- 16.5 Unless the Booking has been properly cancelled in accordance with clauses 16.1 to 16.4, and subject to clause 16.7, the Renter will be liable for the Total Booking Fee, unless the Renter picks up the Vehicle within the Pick-up Grace Period for both Airport and Home Locations (provided the Renter is not prevented from doing so by action or inaction of the Owner).
- 16.6 Unless the Booking has been properly cancelled in accordance with clauses 16.1 to 16.4, and subject to clause 16.7, if the Owner fails to provide the Vehicle within the Pick-up Grace Period, the Owner will be liable for the Owner No-show Fee and an Administration Charge. In such circumstances from Home Car & Away will refund the Total Booking Fee to the Renter but will not be liable to the Renter for any further damage or loss. In such circumstances from the Airport Location, Car & Away will provide an alternative solution and refund 25% of the initial Rental Price to the Customer.
- 16.7 In the event of unforeseeable circumstances beyond the reasonable control of either the Renter or the Owner, or other extenuating circumstances, including:
- 16.7.1 serious illness of the Renter, such that the Renter is unfit to drive;
- 16.7.2 natural disaster (including but not limited to fire and flood);
- 16.7.3 acts or restraints of governments or public authorities; or
- 16.7.4 war, riot, civil commotion or acts of terrorism.
- 16.8 Car & Away, may at its sole discretion, decide that it is appropriate to cancel the Booking and offer the Renter a refund of the Total Booking Fee less an Administration Charge. Each Member acknowledges and agrees that Car & Away will not have any liability to any Member for such cancellations and refunds. Supporting documents may be required by Car & Away before such a refund is granted.
- 16.9 If an Owner or Renter wishes to amend a Booking, he or she must agree the amendment with the other party; the Owner (for Home Locations) and Car & Away (for Airport Locations). The party requesting the amendment may be liable to an Administration Charge, and additional insurance charges and Rental Price may apply in the case of extensions.
- 16.10 Each Member accepts that Car & Away's obligation to pay any Cancellation Charges, or other charges in respect of cancellation, is conditional upon successful receipt of the associated payments from the other relevant Member.

17 TERMINATION AND EFFECTS

- 17.1 Subject to clause 17.2, a Member may cancel his or her membership by notice in writing to Car & Away at any time.
- 17.2 Any cancellation pursuant to clause 17.1 will not affect any Booking Confirmation already issued at the time of the cancellation and cancellation of the membership shall therefore be deemed to be a cancellation of the Booking by the Member, and clause 16 shall apply.
- 17.3 Car & Away may suspend or terminate a Member's membership and/or access to the Site at any time where the Member is in breach of these Terms.
- 17.4 Termination of membership will not affect the right of Car & Away to recover from a Member any money or goods owed pursuant to these Terms. Where a Member cancels his or her membership, Car & Away will not be obliged to delete or return to the Member any content he or she has posted to the Site, including any reviews or feedback.

18 LIMITATION OF LIABILITY

- 18.1 These Terms do not exclude or limit our liability (if any) for:
- 18.1.1 death or personal injury caused by Company's negligence;
- 18.1.2 fraud;
- 18.1.3 fraudulent misrepresentation; or
- 18.1.4 any matter which it would be illegal for us to exclude or attempt to exclude.
- 18.2 We are only liable to you for losses which you suffer as a direct result of our breach of these Terms and which are reasonably foreseeable. We are not liable for any other losses including but not limited to loss of profits, contracts, goodwill or opportunity.

19 DISCLAIMERS

- 19.1 Other than as set out in these Terms the Site is provided on an "as is" and "as available" basis. We make no representations or warranties of any kind, express or implied, as to the operation of the Site or the Services or any information, content, materials or products included or referenced on the Site.
- 19.2 We do our best to ensure that the information accessed through the Site is accurate and up to date but cannot guarantee that this will always be the case.
- 19.3 We aim to make the Site available to you all the time but sometimes it may be unavailable due to maintenance or to factors outside of our control, such as the internet.
- 19.4 We follow industry standards and processes to prevent against the introduction of viruses, malware and malicious attacks that may harm the Site or the device that you use to access the Site, but we cannot guarantee that the application will be totally free from viruses and malware.

- 19.5 We do not guarantee that the Site will be compatible with all hardware and software that you may use.
- 19.6 The Site may contain links to third party web sites or programs that are not controlled by us including the Partner Sites. We are not responsible for the content, terms and conditions, offers or privacy policies of such sites and programs. Your dealings with third party sites including the Partner Sites are solely between you and the applicable third party and you should read their terms and conditions and policies before using them.
- 19.7 As the Booking is between the Owner and the Renter, Car & Away shall not itself be liable nor vicariously for any failure of a Member to perform his or her obligations in relation to any Booking.
- 19.8 Car & Away will not be liable in respect of any damage to or theft or breakdown of any Vehicle, or any related costs, including but not limited to loss of income or loss of use, and whether directly or indirectly incurred by a Member or any other party.

20 ALTERNATIVE DISPUTE RESOLUTION

- 20.1 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to European Car Rental Conciliation Service via their website at <http://www.ecrcs.eu>. European Car Rental Conciliation Service will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

21 GOVERNING LAW

These Terms shall be governed by and construed in accordance with English law and each party agrees to submit any dispute in relation to these Terms (whether contractual or non-contractual) to the exclusive jurisdiction of the courts of England.

22 GENERAL

- 22.1 Any notice or other communication given to Car & Away in connection with these Terms should be sent by email to help@carandaway.com or by post to Car & Away, 1st Floor, 1 Hotspur Lane, Wooburn Green, High Wycombe, Buckinghamshire HP10 0AA

SCHEDULE OF CHARGES

The vast majority of Bookings are completed without a hitch, but occasionally things happen and in these instances, we need to apply a charge to help cover some of the costs that may be incurred by the Owner, the Renter, or Car & Away.

Charge	C&A Admin	Owner Inconvenience	Variable Element
CLEANING: Car returned in an unacceptable state due to smoking, pets, litter, mud etc	£10	£10	Up to £25 for standard valeting service. If there has been unauthorised smoking/ pets or the Vehicle is returned excessively dirty, a maximum of £60 will apply.
REFUELLING CHARGE: Car returned with not enough fuel in tank	£10	£10	Cost of fuel
LOST KEYS: Car keys not returned/lost	£10	£25	Cost of replacement
FINES/TICKETS: Fees for processing renter penalty/fines	£10	-	Cost of fine paid by renter
OVERDUE FEE: Late return of car (without prior owner permission)	£10	£25	£25 per hour late
CONDITION REPORT CHARGE: In the case of a claim or call out	£250	-	-

initiated with the Insurer or Breakdown Provider, an owner is liable to a Condition Report Charge of £250 if found to have been in breach of these Terms with respect to the reporting of the Vehicle's condition.				
Excess Mileage Fee	£10	£0.30p per excess mile driven		
CANCELLATIONS	More than 72hrs	24-72hrs	less than 24 hours	No show
By the Renter	Free of charge	<ul style="list-style-type: none"> the money you've paid will be refunded, minus the cost of a 3 days rental: if you had booked the car for less than 3 days, there won't be any additional charge, but you won't receive any refund. 	100% rental	100% rental
By the Owner	Free of Charge	£10 per day, to Max 3 days	£10 per day to max 5 days	£20 per day to max £100

For cancellations made less than 72 hours in advance Car & Away will charge a £35 administrative charge for Owners in addition to the cost shown above.

In the case of an owner 'no show', Car & Away will charge an £20 administrative fee in addition to the cost shown, as we need to cover our insurance costs too.

A 'no show' occurs if the renter or owner is later than the following 'pick up grace period'.

If you are running late we recommend calling the Owner or for a Booking from the Airport Location calling the Car & Away support team on 01293 569106 at the earliest opportunity, if you are exchanging keys face to face. This will minimise any inconvenience caused and it may be possible to extend the grace period.

Home Location:

Rental Period duration	Pick-up Grace Period
Less than 4 hours	20 minutes
4 hours to 4 days	30 minutes
4 days +	1 hour

Airport Location:

Rental Period duration	Pick-up Grace Period (excluding flight delays)
1-5 days	1 hour
6– 10 days	1 hour
10 days +	1 hour