

PART I: PLATFORM TERMS – CONDITIONS OF USE

These Bettercarhire Platform Terms ('**Platform Terms**') set out the terms and conditions on which:

1. Brunel Carriage Limited trading as Bettercarhire ('**Bettercarhire**' or '**us**' or '**we**') operates its online platform (the '**Bettercarhire Platform**') via its website (www.bettercarhire.co.uk) ('**Site**'). The Site allows drivers ('**Drivers**' or '**you**') to hire vehicles for use in their private hire vehicle business; and
2. Bettercarhire will hire a Vehicle to you; and
3. users of the Site (whether as a Driver or a guest) can find out information about what vehicles are available for hire, and for Drivers to make a rental booking and arrange insurance.

In addition to these Platform Terms, your use of the Bettercarhire Platform is subject to our Privacy Policy which can be found [here](#). Our Privacy Policy contains important information about how we collect and use your personal information.

By accessing and using the Bettercarhire Platform you agree to be bound by these Platform Terms and our Privacy Policy. Please read both documents carefully before using the Bettercarhire Platform.

These Platform Terms will apply:

- A. however you decide to access the Bettercarhire Platform (including through the Bettercarhire website or any Bettercarhire app); and
- B. to all users of the Bettercarhire Platform.

Your attention is particularly drawn to the following clauses:

- **Our ability to terminate your access to the Bettercarhire Platform (clause 3).**
- **The [Limitations of Liability](#) (clause 6).**

Definitions

In these Platform Terms the following capitalised words or phrases have the ascribed meaning:

Agreed Condition Record	means the record of the condition of the Vehicle following inspection prior to the Driver collecting the Vehicle;
Bettercarhire, we, our, and us	means Brunel Carriage Limited, further details of which can be found at clause 1.1;
Bettercarhire Platform	Bettercarhire's online platform available from the Site (as defined below) which allows Drivers to hire vehicles from Bettercarhire for use in their private hire vehicle business;

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Bettercarhire Platform Content	includes, but is not limited to text, lists, directories, graphics, photographs, images, illustrations, drawings, audio clips, video clips, interactive applications and search features;
Contract	means an agreement that arises between us when you use the Bettercarhire Platform either as a Driver or a guest. The Contract is subject to the Platform Terms set out in Part I of this document and is separate and distinct from any Vehicle Rental Agreement that you may enter into at a later date. Further details of the Contract are set out in clause 2 below;
Costs	means any and all charges, tolls, costs, fines, court costs and civil penalties resulting from the use of the Vehicle during the Rental Period (or any authorised or unauthorised extension of the Rental Period) including, without limitation, congestion charges, toll road charges, toll crossing charges, parking charges and tickets, speeding fines, fines and penalties for traffic offences, costs incurred in recovering a Vehicle that has been clamped or impounded, and any compounded or additional fines, costs and charges payable for late payment of any of the foregoing, in all cases whether such amounts are for the account of the registered owner or the Driver of the Vehicle;
Driver	means an individual who registers as a driver on the Bettercarhire Platform and who subsequently goes on to hire a Vehicle from us;
Full Fuel Tank	means a point where two automatic stop clicks on the fuel nozzle have been attempted during refuelling of a Vehicle. It should be noted that in some circumstances more fuel can sometimes be dispensed after the settling of fuel and air;
Order Confirmation	means our acceptance of your order to hire a Vehicle. Order Confirmation takes place when we send you an email confirming your order is accepted at which point, and on which date, the Vehicle Rental Agreement between you and us will come into force;
Platform Terms	means the terms and conditions set out in Part I of this combined document;

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Registration Fee	means a one-off fee that you will pay when you hire a Vehicle from us for the first time as detailed in clause 5.5 below. This is not refundable but you do not have to pay it again unless there is a gap of 6 months or more between rentals;
Rental Fee	the amount payable by you to Bettercarhire for the hire of the Vehicle during the Rental Period or any extension of it;
Rental Period	means the duration of the hire of the Vehicle you propose in your vehicle order and which we have confirmed, including any approved or unauthorised extensions of the initial proposed duration;
Site	means www.bettercarhire.co.uk
Vehicle	means a vehicle that you hire from us via the Bettercarhire Platform. Each Vehicle will, separately and severally, be subject to these Platform Terms and the Vehicle Rental Agreement;
Vehicle Damage	means any damage to or defect in the condition of the Vehicle that arises during the Rental Period;
Vehicle Rental Agreement	is defined in section B of the Vehicle Terms and Conditions of Hire set out in Part II of this document (Vehicle Rental Agreement – Terms and Conditions of Hire).

1. About us

1.1 Company details: Brunel Carriage Limited (company number 02879877) is a company registered in England and Wales and our registered office is at James House, Welford Road, Leicester LE2 7AR. Our VAT number is 726428526. The Bettercarhire Platform is operated from this registered office address.

1.2 Contacting us: To contact us telephone our Customer Service team at 0207-068-5275 or e-mail rental@bettercarhire.com. How to give us formal notice of any matter under the Contract is set out in clause 8.3 of the Platform Terms.

2. Platform Terms and your use of the Bettercarhire Platform

2.1 Your use of the Bettercarhire Platform means you agree that a Contract consisting of the Platform Terms set out in Part I of this document is formed between us and will govern your use of the Bettercarhire Platform to the exclusion of any other terms that you may seek to

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impose or incorporate or which are implied by trade, custom, practice or course of dealing. You should print a copy of these Platform Terms or save them to your computer for future reference although it should be noted that they may be subject to change from time to time.

- 2.2 The Contract between us and you is separate and distinct from any Vehicle Rental Agreement which you may take out later using the Bettercarhire Platform.
- 2.3 We may make changes to the Platform Terms to reflect the way we operate the Bettercarhire Platform from time to time and will take reasonable steps to bring any material changes to your attention. If you do not agree to any changes made to the Platform Terms then you must cease using the Bettercarhire Platform.
- 2.4 Every time you access the Bettercarhire Platform, the Platform Terms in force at that time will apply to your use of the Bettercarhire Platform. Changes made to the Bettercarhire Platform will not affect or amend the terms of any Vehicle Rental Agreement.
- 2.5 The Contract is the entire agreement between you and us in relation to your use of the Bettercarhire Platform. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Platform Terms.
- 2.6 The Platform Terms are made only in the English language.

3. Termination of our Contract

- 3.1 Without limiting any of our other rights, we may terminate the Contract with you with immediate effect by giving you written notice if:
- (a) you commit a material breach of any of the Platform Terms and, if such a breach is remediable, fail to remedy that breach within 3 days of being notified in writing to do so;
 - (b) you fail to pay any amount due under the Vehicle Rental Agreement on the due date for payment;
 - (c) you take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (d) you suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of your business; or
 - (e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract have been placed in jeopardy.

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- 3.2 On termination of the Contract we will terminate:
- (a) your account on the Bettercarhire Platform; and
 - (b) the Vehicle Rental Agreement. You will be required to return the Vehicle to us in accordance with clause 8.
- 3.3 Termination of the Contract will not affect the rights and remedies that have accrued to either you or us at the point of termination.
- 3.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

4. Driver criteria & our use of your personal data

- 4.1 In order to register as a Driver on the Bettercarhire Platform, you will be required to provide certain information about yourself. When you submit your personal details to the Bettercarhire Platform they will be used by us (or a third party credit reference agency) to:
- (a) provide the services available from the Bettercarhire Platform and to inform you about similar services that we provide, but you may stop receiving these at any time by contacting us;
 - (b) verify your identity and home address by using a third party authentication checking system. Depending on the results of the check we may need you to provide paper-based proof of identity (such as a utility bill or bank statement that shows your home address) that is less than 3 months old;
 - (c) register you on the Bettercarhire Platform (using your email address and a password chosen by you as part of your registration details);
 - (d) verify whether you are eligible to place an order for hiring a Vehicle in accordance with our internal policies (see clause 5.1 below);
 - (e) if you place an order to hire a Vehicle we undertake checks for the purpose of preventing fraud and money laundering. This may include checking your accident claims and motor vehicle history via a third party fraud prevention and detection database service. When we and third party fraud prevention agencies process your data for these purposes, we do so on the basis that we have a legitimate interest in preventing and detecting fraud and verifying your identity before providing you with a hire Vehicle. If you pass this fraud prevention check *and* your identity and home address is successfully verified then we can register you on the Bettercarhire Platform and, if you subsequently place an order, hire a Vehicle to you. However; if you fail the fraud prevention check we won't register you on the Bettercarhire Platform or be able to hire a Vehicle to you irrespective of whether your identity and home address is successfully verified; and
 - (f) process your payments for the services available from the Bettercarhire Platform.

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4.2 Please refer to our Privacy Policy for more information on how the personal data you provide to us will be used and what we may disclose about you to credit reference agencies, fraud prevention agencies and other third parties.

4.3 You must update us regularly with any change to your contact details during the term of the Contract and any Rental Period.

5. Arranging to rent a Vehicle

5.1 In order to hire a Vehicle using the Bettercarhire Platform, a Driver must:

- (a) have registered as a Driver on the Bettercarhire Platform;
- (b) hold a full and current United Kingdom driving licence which has been valid for at least 1 year;
- (c) be at least 25 years old, but if the Driver is between 21 and 24 years old they may be accepted at our discretion, subject to an increased insurance excess;
- (d) have a valid PCO licence:
 - (i) you are responsible for obtaining a private hire vehicle licence **before** using any of our Vehicles as a private hire vehicle; and
 - (ii) you must only use the Vehicle as a private hire vehicle while such licence is valid and in force;
- (e) have no endorsements or more than 6 points or convictions on your driving licence. Any convictions are subject to clearance by our insurers; and
- (f) satisfy our eligibility criteria and identification checks (see clauses 4.1 (a) – (e) and 5.1 (a) – (e) above for further details).

You consent to providing us with relevant details to allow us to electronically check all information relating to DVLA, your background and CRB checks.

5.2 We use the Bettercarhire Platform to list Vehicles that we have available for hire. Each Vehicle listing will state the weekly Rental Fees payable to hire the Vehicle and the Rental Period choices available.

5.3 You should follow the onscreen prompts to place a Vehicle order.

5.4 You may only submit a Vehicle order using the method set out on the Site. Each Vehicle order:

- (a) is your offer (as the Driver) to hire the Vehicle you specify for the proposed Rental Period for the Rental Fee; and
- (b) will be subject to the conditions of hire set out in the Vehicle Rental Agreement, these Platform Terms and any other specific terms set out in the listing from time to time.

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- 5.5 Registration Fee: A one-off non-refundable Registration Fee of £200 will be required when you hire your first Vehicle from us. This fee will only be payable again if there is a gap of more than 6 months between rentals.
- 5.6 A downloadable copy of the Vehicle Rental Agreement will appear on screen and you will be asked to provide online confirmation that you accept the Vehicle Rental Agreement terms and conditions. You must confirm this before we can progress your Vehicle order.
- 5.7 The online process allows you to check and amend any errors before submitting the Vehicle order. You should check the details carefully before confirming it as you are responsible for ensuring that the Vehicle order and the Vehicle Rental Agreement are complete and accurate.
- 5.8 After submitting your Vehicle order:
- (a) you will receive an email from us acknowledging that we have received it. Please note that this does not mean that your order has been accepted. Acceptance of a Vehicle order will take place as described in clause 5.9 below; and
 - (b) we will approve or reject your Vehicle order in accordance with our internal policies on eligibility.
- 5.9 Within 1 Business Day we will confirm our acceptance or rejection of your Vehicle order.
- (a) If we accept your Vehicle order:
 - (i) we will send you an email to accept it at which point, and on which date, the Vehicle Rental Agreement (incorporating the Platform Terms) will come into existence. A copy of the Vehicle Rental Agreement will be attached to the Order Confirmation;
 - (ii) you acknowledge that:
 - (A) we have sole right to refuse any person from renting a Vehicle; and
 - (B) we may substitute the Vehicle that you request in your Vehicle order with a vehicle of a similar model and specification.
 - (b) If we reject your Vehicle order or if we are unable or unwilling to hire a Vehicle to you for any reason, we will inform you of this by email and will not process your Vehicle order. If you have already paid for the hire, we will refund the full amount to you.
- 5.10 Cancellation of the Vehicle Rental Agreement: Please refer to the Vehicle Rental Agreement for details as to:
- (a) the circumstances in which either we or you may cancel a confirmed Vehicle order; and
 - (b) the applicable cancellation charges.

6. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

6.1 Nothing in the Contract or a Vehicle Rental Agreement limits or excludes any party's liability for:

- (a) death or personal injury caused by their negligence, or the negligence of their employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

6.2 Subject to clause 6.1, a party will not be liable to any other party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract or a Vehicle Rental Agreement for:

- (a) loss of trading profits (whether direct or indirect);
- (b) loss of sales or business or production (whether direct or indirect);
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) any indirect or consequential loss.

6.3 Subject to clause 6.1, our total liability to you arising under or in connection with the Contract and the Vehicle Hire Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise will be limited to the Rental Fees you have paid under any relevant Vehicle Rental Agreement and/or the Contract during the 12 month period preceding the date upon which the claim arose.

6.4 Except as expressly stated in the Platform Terms, we do not give any representations, warranties or undertakings in relation to the Bettercarhire Platform, the services provided through the Bettercarhire Platform or the Vehicles. Any representation, condition or warranty which might be implied or incorporated into these Platform Terms by statute, including without limitation the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982, by common law or otherwise are, excluded to the fullest extent permitted by law.

6.5 This clause 6 will survive termination of the Contract and any Vehicle Rental Agreement.

7. Intellectual property rights

7.1 All Bettercarhire Platform Content published, displayed or performed on the Bettercarhire Platform is protected by copyright, trademarks, database right and other intellectual property

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rights, which are owned or controlled by us or our third party licensors and content providers. You shall not obtain any right, title or interest in any of the Bettercarhire Platform Content.

7.2 You are not granted any commercial, copying, sale, resale, rental, lending, adaptation, reproduction, distribution, publication, modification, broadcast or promotional rights for the Bettercarhire Platform Content.

8. General

8.1 Assignment and transfer: We may assign or transfer our rights and obligations under the Contract to another entity. You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing. You may not assign or transfer your rights or your obligations under a Vehicle Rental Agreement to another person.

8.2 Variation: We may apply any variation to this Contract or a Vehicle Rental Agreement and will notify you by email. If you do not agree to the variation you will have 7 days to return the Vehicle from the date of the cancel the Contract or Vehicle Rental Agreement. In the event you do not return the Vehicle, you will be deemed to have accepted the variation.

8.3 Communications between us: When we refer to "in writing" in either the Platform Terms or the Vehicle Rental Agreement, this includes email and communications using the messaging service on the Platform.

(a) Any notice or other communication given under or in connection with the Contract or the Vehicle Rental Agreement must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

(b) A notice or other communication is deemed to have been received:

(i) if delivered personally, on signature of a delivery receipt;

(ii) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or

(iii) if sent by email or through the messaging service on the Platform, at 9.00 am the next working day after transmission.

(c) The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

8.4 Waiver: If we do not insist that you perform any of your obligations under the Contract or a Vehicle Rental Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights we will only do so in writing and that will not mean that we will automatically waive any right related to any later default by you.

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- 8.5 Severance: Each clause of the Platform Terms and the Vehicle Rental Agreement operate separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 8.6 Third party rights: The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 8.7 Entire Agreement
- (a) The Contract (as defined in clause 2 of the Platform Terms set out in part I of this combined document) is the entire agreement between you and us in relation to your use of the Bettercarhire Platform. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
 - (b) The Vehicle Rental Agreement (as defined in Section B of Part II of this combined document (*Vehicle Rental Agreement – Terms and Conditions of Hire*) is the entire agreement between us in relation to your hire and use of a Vehicle. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract or the Vehicle Rental Agreement.
- 8.8 Governing law and jurisdiction: The Platform Terms and the Vehicle Rental Agreement are both governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the same to the exclusive jurisdiction of the English courts.

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We are Brunel Carriage Limited (company number 02879877) a company registered in England and Wales and whose registered office is at James House, Welford Road, Leicester LE2 7AR.

In accordance with these Terms and Conditions of Hire (the ‘**T&Cs**’) we will rent a Vehicle to you (being the person named in the Vehicle Rental Agreement and the person who signs it) for the Rental Period specified in the Vehicle Rental Agreement (or any extension of it) which shall not exceed 84 days unless agreed otherwise by both parties.

- A. The relationship between you and Bettercarhire as to the hire of any Vehicle is governed by these T&Cs together with the following documents which, once you have received the Order Confirmation, will form a legally binding agreement between us and will govern your use of the Vehicle during the Rental Period:
- (i) the Platform Terms;
 - (ii) the Order Confirmation;
 - (iii) the Vehicle order including, if applicable, its specific conditions. You confirmed acceptance of these at the time of registration and/or placing the Vehicle order;

together the ‘**Vehicle Rental Agreement**’

In case of any conflict between any of the documents comprising the Vehicle Rental Agreement then these T&Cs will take priority.

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

1. Our obligations to you

1.1 We warrant that at the start of the Rental Period:

- (a) each Vehicle has been maintained and serviced in accordance with the vehicle manufacturer’s recommendations;
- (b) the Vehicle is roadworthy and suitable for renting as a private hire vehicle; and
- (c) the Vehicle is insured for the agreed Rental Period (subject to compliance with the relevant terms and conditions for maintaining the insurance).

1.2 We shall arrange and pay for routine servicing and (if required) maintenance of the Vehicle during the Rental Period and shall liaise with you in order to arrange such servicing and maintenance appointments. You will ensure the Vehicle is made available promptly for such appointments. Where you have to take the Vehicle to such servicing or maintenance appointments we will compensate you for the time spent at the appointment by reimbursing you for the equivalent amount of time as a reduction to your Rental Fee.

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2. Insurance

- 2.1 The Vehicle will be insured for the duration of the Rental Period in accordance with the requirements of the Vehicle Rental Agreement. Please note that you may not be insured if you drive the Vehicle outside of the agreed Rental Period.
- 2.2 You agree to provide us with true and accurate information with regard to previous accidents, claims, criminal offences or alleged criminal offences. Failure to do so will result in the insurance being invalidated.
- 2.3 We shall provide you with a copy of our insurance documentation.
- 2.4 The insurance excess is a maximum of £1,000 for Drivers 25 years and over and a maximum of £1,500 for drivers between 21 and 24 years old (inclusive) and in all cases will be charged based on standard insurance rules.
- 2.5 You shall comply with the terms of the insurance policy covering the Vehicle at all times when using the Vehicle and you will cooperate fully with us, the relevant insurer, the police and any other relevant authority or third party as soon as possible in the event the Vehicle is involved in an accident, is damaged or if it is stolen.

3. Telematics

- 3.1 You acknowledge and agree that we may install on-board diagnostics technology or equipment ("**On-Board Diagnostic Equipment**") in the Vehicle which allows us to:
 - (a) carry out remote tracking, locking, unlocking, immobilisation and remobilisation of the Vehicle; and/or
 - (b) obtain data regarding your use of the Vehicle, including mileage, driver behaviour, machine learning and artificial intelligence, mapping, acceleration and braking. Dash cameras will be installed in the Vehicle that record VIDEO ONLY both externally and internally picking up on driving behaviour. You can request footage at any time; and/or
 - (c) offer, in our sole discretion, further telematics services or integration with other related services or App based technology services.

We reserve the right to use the footage from all On-Board Diagnostic Equipment to determine if you are a safe driver for our insurance company. If the driving behaviour falls below the standard of the insurance company your booking may be terminated.

- 3.2 Any personal data extracted in accordance with this clause 3 will be used, stored and otherwise processed by us in accordance with our Privacy Policy.
- 3.3 We shall ensure that the On-Board Diagnostic Equipment is installed correctly in the Vehicle prior to you collecting the Vehicle.

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4. Collecting the Vehicle

- 4.1 The Order Confirmation and Vehicle Rental Agreement will state the place, date and time for you to collect the Vehicle at the start of the Rental Period. You must attend the collection point on the date and at the time specified.
- 4.2 On collection of the Vehicle you must bring your photocard driving licence together with your PCO licence, PCO Card (for copies of front and back), two proofs of address and DBS form.
- 4.3 Both of us (you and Bettercarhire) must inspect the Vehicle and inform the other of any Vehicle damage prior to you taking delivery of the Vehicle and driving it away. Any reported Vehicle damage will be entered into the Agreed Condition Record for the Vehicle and signed by us both.

5. Payment of Rental Fees and other charges

- 5.1 You shall provide us with your current address in the United Kingdom at the time of placing an order to hire a Vehicle and will inform us either via the Bettercarhire Platform or via email if your address changes at any time before the end of the Rental Period or for 2 months thereafter. You acknowledge that this address will be used by both Bettercarhire and any relevant authority for the purpose of communicating with you regarding fines payable. We shall have no liability to you if fines increase due to notifications being sent to an incorrect address.
- 5.2 You authorise us to collect any amounts payable pursuant to the Vehicle Rental Agreement using the credit or debit card you provided when you registered as a Driver and placed your Vehicle order or subsequently update. You shall inform us either via the Bettercarhire Platform or via email if your credit or debit card details change at any time before the end of the Rental Period or for 2 months thereafter.
- 5.3 We may amend the Registration, Rental Fees and other charges by giving you not less than 30 days written notice.
 - (a) If you do not agree to the changes, you can serve written notice to terminate the Contract and the Vehicle Rental Agreement within two weeks of the date of the notice from us and you must return the Vehicle within four weeks of the date of the notice. If you follow this termination process and adhere to the time frames set out, the cancellation fee set out at paragraph 10.1 will not be applicable.
 - (b) If you do not serve a cancellation notice and continue with the Rental Period you will be deemed to have accepted the amendment and it will become effective on the date specified in our written notice.

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- (c) If you serve your cancellation notice outside of the two week window provided, your termination will be treated in accordance with paragraph 10.1 below and will be subject to the cancellation fee.

5.4 Registration and Rental Fees:

- (a) On or within 48 hours of the Order Confirmation, Bettercarhire will use the payment details you provided during the application process (or subsequently provided) to collect payment of the first week's Rental Fee together with the Registration Fee and any applicable insurance premium cost and young driver surcharge provided for in the Vehicle Rental Agreement. Bettercarhire will use the payment details to take subsequent payments weekly in advance unless updated by you in accordance with clause 5.2 above.
- (b) If, during the Rental Period, you fail to pay the Rental Fee or any other applicable charges (including but not limited to damages, PCNs, administration fees) when due and you fail to settle the outstanding amount within 72 hours of the due date and time then:
 - (i) your Vehicle Rental Agreement will be terminated; and
 - (ii) the Vehicle will be deemed off hire, it will no longer be insured for you to drive it and you will be required to return the Vehicle to us immediately.

Failure to promptly return the Vehicle will result in us alerting the relevant authorities that the Vehicle is no longer insured or being driven with our authority, notifying our insurers that the Vehicle is no longer insured for you; our debt collection or other third party recovery partners; and in our sole discretion, any other third party that may have a legitimate interest in knowing about your activities such as other operators like Uber or like platforms/companies.

- 5.5 Excess Mileage Charges: You are allowed a maximum mileage per month of 4,000 miles and you may be charged if you return the Vehicle over this limit. The excess mileage charge is set at 45p per mile.
- 5.6 Fuel: all Vehicles are supplied with a Full Fuel Tank. Fuel levels will be checked upon a Vehicle's return and you will be charged the cost of refuelling if it does not have a Full Fuel Tank. Any refuelling will be charged to you at the cost shown at the pump when the refuelling takes plus plus the Fuel Administration Charge as detailed in clause 5.10(b) below.. Any changes in government duty or taxation will result in the fuel charge being amended with immediate effect.
- 5.7 Fines and Penalties: You are responsible for and shall pay to the relevant authority directly and on demand for any and all Costs resulting from the use of the Vehicle during the Rental Period or any authorised or unauthorised extension of the Rental Period. In the event that we

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pay any Costs direct to the relevant authority you will reimburse us for the full value together with the Penalty Charge Notice administration fee as detailed in clause 5.10(c) below. We will collect any reimbursement of Costs you owe us using the payment details you provided during the application process or that have since been updated in accordance with clause 5.2 above.

- 5.8 Insurance Excess: You are responsible for any damage suffered by the Vehicle during the Rental Period other than fair wear and tear, whether such damage is caused by you, or by a passenger in the Vehicle or by any other third party. Except where the damage arises as a result of your abuse or wilful or negligent acts or omissions or is windscreen damage, your responsibility **for each occasion of damage caused to the Vehicle** will be limited to the value of the insurance excess. The insurance excess is a maximum of £1,000 for Drivers aged 25 years and over and a maximum of £1,500 for Drivers aged 21 to 24 years (inclusive). In all cases the excess will be charged based on standard insurance rules.

You must act in good faith and assist us with any claims, complaints, charges or notices arising during your Rental Period

- 5.9 VAT: Unless otherwise stated or agreed, all Registration Fees, Rental Fees and other charges are inclusive of VAT at the prevailing rate, where VAT is applicable.

- 5.10 Other Associated Charges: The following charges may be payable in addition to the Registration and Rental Fees, excess mileage, fuel, fines and penalties, and VAT (and include VAT):

- (a) a late payment fee of £15 per day may be charged in respect of any overdue amounts payable to us under the Platform Terms and/or Vehicle Rental Agreement;
- (b) Fuel Administration Charge of £15 will be applied in the event you return the Vehicle without a Full Fuel Tank;
- (c) Penalty Charge Notice and Parking Charge Notice offences will be recharged to you and will include an administration fee of £15;
- (d) failure to undertake any service or maintenance appointment when we require it to be completed will result in a charge of £250 when you return the Vehicle to us;
- (e) where keys to Vehicles are lost, damaged or stolen during the Rental Period, you will be charged £250 on each occasion that a replacement set is required;
- (f) you will pay any cleaning fees or locksmith charges that may arise during your Rental Period and which will be notified to you at the time they are incurred;
- (g) at the end of the Rental Period you must return the Vehicle:

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- (i) promptly in accordance with the requirements of paragraph 8.1 of these T&Cs; failure to do so will result in you being charged the daily rate for hiring and insuring the Vehicle in respect of each day that you are late returning the Vehicle together with a £50 Late Return Fee; and
- (ii) in a clean condition, removing any debris, rubbish or personal items from the Vehicle. Failure to return the Vehicle in a clean condition may result in a £50 cleaning fee; and
- (iii) with all tyres (including the spare wheel) being at least 1.6 mm throughout a continuous band in the centre $\frac{3}{4}$ of the tread and around the entire circumference of the tyre. When returning the Vehicle, you will be charged £150 per tyre that is below this requirement; and
- (iv) with a Full Fuel Tank otherwise you will be charged the fuel costs in accordance with paragraph 5.6 and an administration fee of £15; and
- (v) without damage. If you return the Vehicle with damage, subject to the provisions of paragraph 5.8 above, you will be charged for the costs of the repairs up to the insurance excess amount and a £40 damage processing fee.

5.11 You must pay all amounts due in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. Your obligations and responsibilities for the Vehicle during the Rental Period

6.1 During the Rental Period, you shall:

- (a) have exclusive use of the Vehicle. Only you are allowed to drive the Vehicle no other drivers will not be covered by the insurance and will be driving illegally;
- (b) drive the Vehicle in accordance with all applicable laws and regulations and will not use the Vehicle in any way that would be deemed unacceptable as part of statutory law or any Road Traffic Act;
- (c) pay for:
 - (i) all tolls and bridge charges, parking and congestion charges arising until the Vehicle is returned and the Vehicle Rental Agreement is ended; and
 - (ii) all and any penalties arising either out of offences committed by the driver under any road traffic regulations or a breach of any contract between you and any relevant company or landlord during the Rental Period including but not limited to parking and clamping fines; bus land and speeding fines; compound charges and congestion charges;
- (d) keep the Vehicle clean and make sure the Vehicle is at all times roadworthy and in a condition that is appropriate for providing private hire services. You agree to treat

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- the Vehicle with reasonable care and assume full responsibility for the Vehicle and its keys whilst it is in your possession. You will lock the Vehicle when it is not in use;
- (e) ensure that the correct fuel (petrol or diesel) for the Vehicle is used. You will be solely liable for the full cost of any towing, repairs or other costs incurred as a result of using the wrong fuel;
 - (f) keep the Vehicle in the condition and state it was in at the start of the Rental Period (save for fair wear and tear) and not attach or affix any additional parts, branding or signage to the Vehicle without Bettercarhire's prior written approval; and
 - (g) ensure the Vehicle is serviced every 10,000 miles and cooperate with us in arranging any routine servicing and/or maintenance appointments that are required. You will promptly attend any such servicing and/or maintenance appointments. Failure to undertake any required service will result in the charge set out in clause 5.10(c) of the Vehicle Rental Agreement Conditions of Hire when you return the Vehicle to us.
- 6.2 If, for whatever reason, a Vehicle is seized by Customs and Excise or Immigration Authorities or any relevant authority or contracting party or landlord then, unless the seizure arises as a direct result of our negligence, in addition to continuing rental charges for the period of seizure, you will be responsible for the payment of any civil penalty, the cost of recovery and/or repatriation of the Vehicle; any associated third party costs (if any) and/or the cost to repair any damage suffered by the Vehicle as a result or arising out of the seizure.
- 6.3 You will inform us immediately in the event of any damage to or theft of the Vehicle.
- 6.4 You are responsible for any damage suffered by the Vehicle (including tyres) during the Rental Period other than fair wear and tear, whether such damage is caused by you, or by a passenger in the Vehicle or by any other third party and, to the extent that it is not recoverable under the applicable insurance policy, you will be liable to pay the cost of repair or replacement of the Vehicle resulting from such damage.
- 6.5 Upon notification of any damage, either from the Driver or the telematics system installed in the Vehicle, relevant camera footage will be reviewed to understand the circumstances around how the damage occurred.
- (a) If the review shows that the Driver was not at fault arrangements will be made for the vehicle to be repaired and the Driver will be offered a replacement Vehicle free of charge for the period the Vehicle is being repaired.
 - (b) If the review shows that the damage was the fault of the Driver, the Driver will be immediately charged £300 pending an assessment of the damage. When the Vehicle is brought for assessment and repair, if the actual cost of the repair is less than £300 the difference will be returned to the Driver. If the actual cost of the repair is more than £300, the difference will be charged to the Driver, up to the insurance excess cap (if the actual cost is greater than the insurance excess cap).

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- (c) In the case of a driver at fault accident, a replacement Vehicle can be made available to the Driver, but the Driver will be required to pay for it as well as the Rental Fee on the Vehicle being repaired.
- 6.6 Windscreen damage is not covered by the insurance policy. You will be responsible for all costs associated with the repair or replacement of the windscreen although we can arrange the repair or replacement for you.
- 6.7 You must not:
- (a) allow any other person to drive the Vehicle and must not sell, rent or dispose of the Vehicle or any part of it;
 - (b) drive the Vehicle outside of the United Kingdom;
 - (c) smoke in the Vehicle or allow any passenger to smoke in the Vehicle;
 - (d) use the Vehicle for any illegal purpose;
 - (e) overload the Vehicle, either with passengers and/or luggage;
 - (f) use the Vehicle to transport any hazardous, toxic, flammable, corrosive, or radioactive materials or substance;
 - (g) use the Vehicle off-road or for racing;
 - (h) drive the Vehicle while under the influence of alcohol or drugs; or
 - (i) otherwise use the Vehicle unlawfully.

7. Extension of the Vehicle Rental Agreement

- 7.1 Subject to our consent, the Rental Period in the Vehicle Rental Agreement may be extended at your request.

8. Returning the Vehicle

- 8.1 The Order Confirmation and Vehicle Rental Agreement will state the place, date and time for returning the Vehicle to Brunel. Unless the Vehicle Rental Agreement is extended in accordance with its terms, you must attend the return point on the date and at the time specified.
- 8.2 If you are one or more hours late in returning the Vehicle:
- (a) there will be an unauthorised extension of the Rental Period and your responsibilities and liabilities under the Vehicle Rental Agreement will continue to apply for the duration of the unauthorised extended Rental Period;
 - (b) you will be charged the daily rate for hiring and insuring the Vehicle in respect of each day the Vehicle is late together with a Late Return Fee of £50;
 - (c) the Vehicle may be uninsured for the period of the unauthorised extension; and

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- (d) we may notify the police or other relevant authority.
- 8.3 Subject to any fair wear and tear caused by your use of the Vehicle in accordance with the Vehicle Rental Agreement, you shall return the Vehicle to Bettercarhire in the state recorded in the Agreed Condition Record.
- 8.4 You must remove all personal belongings and rubbish from the Vehicle prior to returning it and ensure that the Vehicle is clean.
- 8.5 Bettercarhire will inspect the Vehicle to check:
- (a) for any Vehicle Damage;
 - (b) that the Vehicle is returned in accordance with the Agreed Condition Record;
 - (c) that the Vehicle has been used in accordance with any conditions contained in the Vehicle Rental Agreement; and
 - (d) that the Vehicle is clean and free of detritus.
- 8.6 You must reimburse Bettercarhire the cost of repairing any Vehicle Damage other than fair wear and tear, up to the relevant insurance excess (where relevant).
- 8.7 You acknowledge that the Vehicle Rental Agreement will contain an agreed mileage limit and will set out the additional charges payable by you in the event that your use of the Vehicle exceeds the agreed mileage limit. You must pay the charges for excess mileage (if there are any).
- 9. How we may use your personal information**
- 9.1 If we are informed that you have been involved in a traffic offence, have incurred a fine or penalty that is sent to us for payment, engaged in unlawful activity involving the Vehicle or are required to provide information about you to a relevant authority or contracting party/landlord then we will pass relevant details such as your name, contact details and other personal information to the requesting party.
- 9.2 If you are late returning the Vehicle we may notify the police, relevant authority or other relevant third party that the Vehicle is being driven without our authority.
- 9.3 If you fail to pay any monies owed to us we may pass relevant details such as your name and contact details to our debt collection partners in order to recover any relevant sums from you.
- 10. Termination of the Vehicle Rental Agreement**
- 10.1 You may terminate the Vehicle Rental Agreement by giving us at least 7 days' written notice of termination. In the event you terminate this Vehicle Rental Agreement early you will be charged a cancellation fee equal to two weeks' Rental Fee together with any other applicable

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charges in accordance with this Vehicle Rental Agreement. This will be offset against any pro-rata refund of the Rental Fee in respect of any part of the Rental Period falling after termination becomes effective and any remainder will be repaid to you.

- 10.2 We may terminate the Vehicle Rental Agreement by giving you at least 30 days' notice of termination. In which case you will be entitled to a pro rata refund of the Rental Fee in respect of any part of the Rental Period falling after termination becomes effective and for which you have paid in advance. Any applicable charges incurred when returning the Vehicle can be offset against any refund and any remainder will be repaid to you.
- 10.3 Without limiting any of your other rights, we may terminate the Vehicle Rental Agreement with immediate effect by giving you written notice if:
- (a) you commit a material breach of any term of the Vehicle Rental Agreement and (if such a breach is remediable) fails to remedy that breach within 3 days of being notified in writing to do so;
 - (b) you fail to pay any amount due under the Vehicle Rental Agreement on the due date for payment;
 - (c) you provided or provide any false or misleading information to us when placing your order to hire the Vehicle or during the Rental Period; or
 - (d) you take any step or action in connection with entering administration, bankruptcy, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), you have a receiver appointed to any of your assets or cease to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.
- 10.4 The Vehicle Rental Agreement will terminate when you have returned the Vehicle to us.
- 10.5 On termination of the Vehicle Rental Agreement:
- (a) all charges, fees and other amounts accrued under the Vehicle Rental Agreement will be due and payable immediately and may be offset against any monies we may owe to you;
 - (b) your right to use the Vehicle will cease and the Vehicle must be returned to us immediately.
- 10.6 Failure to promptly return the Vehicle will result in us alerting the relevant authorities that the Vehicle is no longer insured or being driven with our authority; notifying our insurers that the Vehicle is no longer insured for you; our debt collection partners; and in our sole discretion any other third party that may have a legitimate interest in knowing about your activities such as other operators like Uber or like platforms/companies.