

SELF DRIVE HIRE – VEHICLE RENTAL TERMS AND CONDITIONS

THE FOLLOWING RENTAL TERMS APPLY.

1 DEFINITIONS AND GENERAL PRINCIPLES

"You" are the customer (the main driver) who signed the rental agreement (or have authorised others to sign on your behalf) and who is entitled to drive the vehicle.

"Navcar" is Navcar Ltd, Registered in England & Wales with the company registration number 7249895. Whose registered office is Enfield House, Bury Old Road, Manchester, M7 4QX - named in the rental agreement.

"Vehicle" is the car or van that Navcar is renting to you for the agreed duration of the rental agreement and will include all parts and accessories fitted to it at the commencement of the rental.

"Damage" is any damage occurring to the Vehicle (including glass, tyres, lights and mirrors) and any damage occurring to third party persons or property where applicable.

2 PREREQUISITES: WHAT DO YOU NEED IN ORDER TO RENT A VEHICLE?

Driving Licence:

A full and valid driving licence must have been held for a minimum of 2 years prior to the start of the rental. You must have no more than 6 penalty points and also not have been disqualified from driving in the UK in the past 5 years. Have no medical conditions that may impair your driving and have no criminal convictions whatsoever or any pending prosecutions for an alleged criminal act (parking offences – not included). The same rule applies to the main driver and any additional authorised drivers.

For UK photocard driving licence holders: in addition to the photocard we will need you and/or any driver to provide us with the one-time passcode that can be generated using the new DVLA online service "Share Driving Licence". Please note that *Share Driving Licence* passcodes are valid for a maximum period of 21 days so you should ensure each code is generated at a time when it will still be valid at the time you and/or any driver are due to pick up the car or van. Alternatively you may provide us with your national insurance number and your postcode and authorise us to check your details with DVLA. We may at any time before, during or after the rental period carry out a DVLA search of both the main driver and any additional drivers and by renting one of our vehicles or being named as an additional driver on one of vehicles you agree and authorise us to do so.

For UK old style paper driving licence holders: you must also provide a *Share Driving Licence* passcode together with an additional form of photographic ID which can be a Full Valid Passport, an Armed Forces ID Card or a Police Warrant Card. No other form of identification will be accepted.

Only the persons named on the rental agreement shall be entitled to drive the vehicle. The hirer and main driver will be fully responsible for any damage or loss caused both to the hire vehicle and any third party property or persons as a result of the actions of any unauthorised driver. To generate a *Share Driving Licence* passcode the driver will be asked to supply the following details: Driving licence number, National Insurance number, Home Postcode. If a driver is unable to obtain a passcode online then s/he should call the DVLA Customer Contact Centre on 0300 083 0013 (Mon - Fri 9am - 5pm). If this is not possible then, provided the driver brings their National Insurance number with them when picking up a vehicle, we can help them try to obtain the passcode by giving them access to *Share Driving Licence*. For more information and guidance on using 'Share Driving Licence' drivers can visit: www.gov.uk/government/news/driving-licence-changes

Non UK Driving Licence: You will incur a foreign driver fee of £3.20 per day if either the main hirer or any additional drivers hold a non UK driving licence. A maximum of one foreign driver fee will be charged per vehicle per day regardless of the number of non UK licence holders authorised by Navcar. A full and valid driving licence must have been held for a minimum of 2 years. Licences issued overseas must be clearly identifiable as a driving licence; otherwise an International Driving Licence will be required. Some Licences are only valid in the country of issue, so an International Driving Licence is required. A Passport, ID showing home address and proof of entry/exit into/out of the UK (e-tickets acceptable) must also be produced. UK Nationals residing overseas are advised to use a driving licence of the country in which they reside or they will be subject to the above. You must hold and produce a driving licence valid in the country where the rental takes place. In addition to the normal driving licence, an international driving licence is also mandatory if the driving licence is written in a language different to the one of the renting country and/or in characters that cannot be read in English. Please note that the international driving licence is valid only if accompanied by the normal driving licence. When the rental is made outside your country of residence you must also present a valid identity card or a valid passport. These identification documents are generally not requested if you are a resident of a country belonging to the European Union and the rental takes place in another European Union country, except in some specific cases such as certain special or luxury vehicles. You must be aged 21 or over to rent a car and have held a driving licence for at least two years. However, the age requirements may vary according to the vehicle category considered. The above requirements are also applicable to all additional drivers if any. For luxury and special models two credit cards (including at least one major credit card: Visa, MasterCard, are required and an authorisation will be requested on each.

Endorsements; The following restrictions apply to endorsements recorded on UK driving licences:

Driving Licence Endorsements	Acceptable?
UK Licence: UT10/20/30/40/50	NOT ACCEPTABLE
Any licence with two or more periods of disqualification	NOT ACCEPTABLE
Any licence with one period of disqualification of 6 months or more	ACCEPTABLE ONLY AFTER 5 YEARS FROM DATE OF OFFENCE
Any licence with one period of disqualification of less than 6 months	Refer to specific codes in the attached Full List of UK Driving Licence Endorsement Codes below
Any licence with no periods of disqualification	Refer to specific codes in the attached Full List of UK Driving Licence Endorsement Codes below

The individual endorsement codes that are subject to rental restrictions are as follows:

UK Licence Endorsements	Acceptable?
DD10/20/30/40/50/60/70/80/90	ONLY ONE ENDORSEMENT ALLOWED - ACCEPTABLE ONLY AFTER 5 YEARS FROM DATE OF OFFENCE
CD40/50/60/70/71/80/90	ACCEPTABLE ONLY AFTER 5 YEARS FROM DATE OF OFFENCE
IN10	ACCEPTABLE ONLY AFTER 4 YEARS FROM DATE OF OFFENCE
CD10/20/30	ACCEPTABLE ONLY AFTER 3 YEARS FROM DATE OF OFFENCE

3 YOUNG DRIVER SURCHARGE

When renting a vehicle, a driver qualified as a "young driver" pays a specific charge - the "Young Driver Surcharge" and will be applicable in some instances.

You will incur a young driver surcharge if either the main hirer or any additional drivers are aged between 21 and 24 inclusive. The cost for drivers aged 21 or 22 at the start of the hire period is £25 per day. The cost for drivers aged 23 or 24 at the start of the hire period is £12.50 per day. A maximum of one young driver surcharge will be charged per vehicle per day, regardless of the number of young drivers authorised by Navcar and the rate applicable will always be for the youngest driver. The Young Driver Surcharge does not apply to van hire.

4 THE VEHICLE: CONDITION, FUEL, USE, BREAKDOWN ASSISTANCE AND MAINTENANCE/MECHANICAL PROBLEMS

4.1 Condition of the Vehicle; A description of the condition of the Vehicle will be given to you at the same time as the rental agreement. Before the commencement of the rental, you are required to check the condition of the Vehicle. Where an apparent defect is found which is not already listed in the document, you must immediately inform the Navcar employee in order to proceed with a joint-examination of the Vehicle. In such a case, amendments must be made to the document and duly countersigned by both parties. If the amended hire document is not countersigned by both parties, the condition of the vehicle will be as set out in the document given to you with the rental agreement and it will be considered that you received the vehicle in proper working condition. You will return the vehicle in the same condition as it was provided at the start of the rental. You are responsible for any reasonable repair or refurbishment costs as well as any rental charges resulting from the loss of use of the vehicle until its repair and these will be added to the cost of the rental. Navcar provide all vehicles with a full tank of fuel and the vehicle should be returned full. Costs of fuel and for the refuelling service will be at your expense if the vehicle is not returned with a full tank. The cost of the refuelling service is £10 in addition to the cost of the fuel at the pump price. In the event that you wish to challenge the fuel level, this must be done prior to the commencement of the hire period. You must only refuel the vehicle with the correct type of fuel. Fuelling the vehicle with incorrect or illegal fuel will result in significant charges even in the event that the mis-fuel is only detected after the return of the hire vehicle and even in the event that any resulting damage to the engine or mechanical components only become apparent after a prolonged period.

4.2 Use of the vehicle; The Vehicle must not be driven by anyone other than you or any additional drivers who are named on the hire agreement, and then only under the condition that your ability to drive is not in any way impaired by mental or physical incapacity or restricted by the Law. If you wish to take the Vehicle outside of the UK mainland, you must obtain Navcar's prior written consent. Additional charges apply. If a vehicle is taken outside the UK Mainland without prior written consent, the hirer will be liable for all charges relating to recovery and impound fees that may be incurred. Navcar may at their discretion choose to authorise the vehicle exit the UK mainland even without contacting the hirer or driver and apply a £250.00 charge for emergency breakdown cover, European insurance and additional mileage. Any vehicle exiting the UK mainland is not covered by any collision damage waiver purchased from Navcar; this is relevant for the entire rental duration regardless of the amount of time the vehicle has been outside of the UK mainland for. The CDW is non refundable and the full vehicle excess will apply. You must take care of the vehicle, keep it in good repair and condition, pay any fines for which you may be liable, reimburse Navcar for any damage to the vehicle, and refund Navcar for any costs it incurs. You are liable for all fees, taxes, fines and penalties incurred in connection with the use of the Vehicle and for which Navcar is charged in addition you will be charged a £25 administration charge, unless they have arisen directly through the fault of Navcar. During the rental period you must carry out the usual checks (engine oil level, tyre pressure, etc.) as would any careful user and you must respect the maintenance cycle of the vehicle as stated in the maintenance guide, if any.

When parking the vehicle, even for a short period, you undertake to lock it and make use of the vehicle's alarm and/or immobilisation equipment. **You must never leave the Vehicle unoccupied with the keys in the ignition.** Non-return of the keys will lead to invalidation of the theft cover. You undertake to use the Vehicle in a responsible manner and in particular, only for the purposes for which it is intended. For a car, this means primarily carrying passengers other than for hire and reward. In particular, **you must not use the vehicle under any of the following conditions or for any of the following purposes:** driving the Vehicle under the influence of alcohol, drugs or any other type of narcotic substances, transportation of inflammable or dangerous goods, as well as toxic, corrosive, radioactive or other harmful substances, - carrying anything which, because of its smell or condition, harms the vehicle or causes Navcar to lose time or money before it can rent the vehicle again, - transportation of live animals including domestic pets- with a roof rack, luggage carrier or similar, unless supplied by Navcar, - re-rental to or use by other persons, - carrying passengers for hire or reward, - participating in rallies, competitions or trials, wherever they may take place, - giving driving lessons, - pushing or towing another vehicle, or exceeding the authorised load weight. - Travelling on non-paved roads or on roads, the surface or state of repair of which could put the vehicle's wheels, tyres or its under body mechanics at risk, - intentionally committing any offence. - none of the goods and baggage carried in the vehicle, including their packing and stowage equipment, will be permitted to damage the vehicle, nor put the occupants abnormally at risk, - in any way which breaks the highway code, road traffic laws or any other laws of the country the vehicle is in. You will be liable for any offence committed during the rental period which relates in any way to your use of the vehicle, as if you were the owner of the vehicle. Upon the request of the Police or any official body Navcar may transfer your personal data. Such transfer will be done in accordance with the data protection laws of the UK.

4.3 Maintenance / Mechanical Problems; The vehicle has been provided to you with a full set of tyres in good condition. In the event that any of them is damaged for any reason other than normal wear and tear, you undertake to replace it immediately at your own expense with a tyre of the exact same brand, dimensions, type and speed rating. Any tyres that are replaced must be brand new and not remoulded, used or part worn. If upon return any tyres do not match the exact specification of the tyres at the start of the rental, you will be charged the cost of replacing the tyre with the correct tyre. You must stop the vehicle if any of the instrument panel warning lights, which are intended to indicate the existence of a mechanical problem, light up, or if you become aware of anything else which may indicate the presence of a mechanical problem with the vehicle. When the rental starts, the vehicle will be roadworthy and fit for normal use. If it is not, or if it becomes un-roadworthy or unfit for normal use during the rental because of mechanical breakdown or accident, you must immediately inform a Navcar station or telephone the emergency number shown on the rental agreement or attached to the vehicle key. Navcar will have the choice between replacing the Vehicle or accepting repairs to be done to the vehicle. In the latter case, repairs can only be made after written confirmation from and instructions given by Navcar as well as prior acceptance by Navcar of the estimation of costs. You must be able to provide evidence of Navcar accepting the repairs. Without prejudice to any question of liability, the expenses for the repairs may be charged directly to Navcar. If not, Navcar reserves the right to request from you the remittance of the defective pieces and the paid invoice. The fees and expenses of any repair undertaken without the order of Navcar will not be reimbursed to you. **You must immediately inform Navcar, or one of its agents, of all accidents, damage or breakdowns** of the vehicle, even those which may already have been repaired when you return the vehicle. You will remain liable for any damages to Navcar. In any case, neither Navcar nor its directors, officers or employees will be liable to you for any loss or damage (including but not limited to loss of profit or earnings...) nor, to the extent permitted by the Law, for indirect consequential damages whether your action is based on contract or in tort.

4.4 GPS and child seats; by hiring a GPS Satellite navigation device and/or a child / baby / booster car seat the same conditions will apply. These must be returned complete and in a clean and fully working order. You will be liable for any valet charges if returned soiled. You will be liable for the replacement cost of any broken or missing parts in addition to the insurance excess and these are not cover by any CDW if purchased.

4.5 Breakdown Assistance; For the length of the rental, as agreed with Navcar, you have the benefit, at no extra cost, of a Breakdown and Assistance Service. If required, this service can be contacted by calling the telephone number indicated on the rental agreement. Any breakdown which is not a result of a mechanical defect will be deemed as driver error and the hirer agrees to reimburse Navcar for any expenses relating to the callout and any additional work required. In order to benefit from this cover, you must make contact with the Breakdown and Assistance Service immediately after the occurrence of the incident. If you do not contact the

Breakdown and Assistance Service and if you initiate steps or make any disbursements without the prior consent of Navcar, you will not be able to claim for reimbursement of the expenses. The rule of prior approval does not apply in the event of breakdown on motorways and solely in this case. Consequently, the roadside repair or towing expenses will be reimbursed to you so long as the breakdown is not a result of driver error.

5 RENTAL PERIOD

5.1 Principle and Calculation: You undertake to return the vehicle to Navcar at the agreed place, on the date and at the time indicated on the rental agreement. If an agreed place is not varied in writing then it is the place of the collection of the vehicle for the original hiring. The maximum duration of a rental agreement is 89 days. The rental duration is calculated on the basis of indivisible periods of 24 hours, starting from the time the Vehicle is made available. However, a 60 minute grace period is applied at the end of the rental before the start of a new 24-Hour period. If you return the vehicle to any other Navcar rental location than the agreed location, repatriation costs will be charged to you at a rate of £60 inclusive of VAT.

5.2 Extension of the Original Duration of the Rental: Should you wish to keep the vehicle for a period longer than that originally set out in the rental agreement, you must first contact by phone the nearest Navcar location in order to extend the duration of the rental agreement. The vehicle is insured for the period mentioned on the rental agreement. Unless otherwise agreed in writing by Navcar, once this period is passed, the contracting party remains liable for any damages to Navcar.

5.3 Delivery and Collection Terms; Where you ask Navcar and Navcar agrees in writing to deliver the vehicle or to collect the vehicle, you may have to pay additional charges and follow additional instructions. You must check these at the time of reservation. Navcar offer free collection and delivery to address at the following postcodes only, HA8, M7, M8, M25, M45, NE8, NW11, NW2, NW4. Delivery and collection charges will apply to any other destination. When you return the vehicle, or if Navcar has agreed you will do so, when you leave the vehicle for collection by Navcar, you must do anything else, which Navcar requests as a condition of agreeing to collect the vehicle. You must return the vehicle immediately if Navcar asks you to do so. In the event that the vehicle is not delivered to Navcar upon request you authorise Navcar or its authorised agents to enter your premises and to do any and all other things necessary to repossess the vehicle (such action will not give rise to any claim in trespass). You will be liable for any costs associated with such repossession. Navcar or its authorised agents may repossess any vehicle without notice or liability where Navcar deems that such repossession is necessary for its own protection, Or in the event that the rental has not been paid for in full.

5.4 End of Rental; The end of the rental is defined by the return of the vehicle and of its keys to the rental counter at the agreed Navcar location. This must be done to a uniformed Navcar employee and under no circumstances should you give the keys to any person present at the Navcar location and who you assume or who purports to be a Navcar employee. If explicitly mentioned in writing in the rental agreement the keys may be returned to the reception desk of a hotel. If the vehicle is returned without its keys, you will be charged for the cost of the replacement keys in addition to rentals charges until the vehicle has new keys. **Under no circumstances will Navcar accept any liability for articles that may have been left in the vehicle at the end of the rental.** Navcar has the rights to immediately take possession or dispose of any such items. **IMPORTANT NOTE:** Outside the normal opening hours, depositing the keys and documents in a letter box does not constitute the end of the rental. You remain liable for any damages and rental charges until a Navcar employee takes possession of the vehicle, documents and keys when the Navcar location opens.

5.4.1 In the event of confiscation, theft or accident; In the event of measures by third parties, including attachment, confiscation or impounding of the vehicle, you must immediately inform Navcar in writing. Navcar will then be entitled to take all measures which it deems necessary to protect its rights. You will be liable for all damage, cost and/or expenses associated with the above measures and for any direct, indirect, consequential damages (such as loss...) to the vehicle unless it is demonstrated that Navcar is directly responsible for such confiscation or impounding of the vehicle. Furthermore, the rental agreement may be automatically terminated as soon as Navcar is informed of such action by the legal authorities or by you. Any use of the vehicle which may be detrimental to Navcar including but not limited to, travelling at excessive speeds or erratically, will entitle Navcar to automatically terminate the rental agreement with immediate effect. You will then return the Vehicle immediately as soon as Navcar so requests. Navcar may opt to repossess the vehicle on reasonable notice. In the event of theft of the vehicle, the rental agreement will be terminated as soon as Navcar has received a copy of the theft declaration made by you to the police authorities. In the event of an accident, the rental agreement will be terminated as soon as Navcar has received a copy of the accident report completed by you and, where applicable, the third party. If Navcar provides a new vehicle, the rental agreement will be amended accordingly. In the event that the accident is deemed to be your fault you will be charged the full excess as detailed on the hire agreement regardless of the actual cost of repair in addition to the rental charges for the entire period of the rental agreement. Furthermore Navcar will have no responsibility for loss, theft, robbery or damage of whatever nature relating to objects and/or utensils transported or which are found in the Vehicle including, in particular, baggage and/or goods.

5.5 Valet charges; You will be charged a valet fee for any vehicle returned dirty, soiled or foul smelling in addition to any rental charges until the vehicle is in a state that Navcar deem fit for re-rental.

6 RATES / TERMS OF PAYMENT

6.1 Payment terms: Navcar only accepts Visa and MasterCard credit and debit cards. Navcar does not accept pre paid cards. Credit cards are accepted to the limits authorised by the credit card company. Navcar does not accept American Express or Diners as a method of payment. No vehicles may be rented solely against cash; however Navcar do accept Pound Sterling as a method of payment together with a valid Visa or MasterCard as a security deposit. Navcar does not accept cheque as a method of payment. All self drive hire rentals are strictly on a pre paid basis. Navcar does not offer any credit facilities whatsoever and any rental charges must be paid for at the start of the rental period. Any extensions to the rental are chargeable immediately upon extension. Any other charges including but not limited to fuel, parking / speeding / Toll road / congestion charges or administration charges are payable immediately. **In the event that any charges remain outstanding longer than one week the hirer will incur a £60 enforcement charge (inclusive of VAT).** In addition to the hirer, the main driver is responsible for all the charges. In the event that the charges are not settled as agreed, Navcar may pursue either the hirer or main driver for any outstanding charges. By hiring from Navcar you authorise Navcar to retain your personal details including Visa or MasterCard details provided as security, and you authorise Navcar to charge the payment card for any outstanding balance even after the vehicle is returned. This may be but not limited to, any damage caused to the hire vehicle, any parking / speeding / Toll road / congestion charges, any administration charges, fuel. You further authorise Navcar to retain your personal details and payment details for any future rentals.

6.2 Rates; The total charges for each rental will be determined according to the rate applicable and detailed on the rental agreement. In the event of one-way rental, the repatriation charge of £60 is applicable.

6.3 Terms of Payment; When payment is made by means of a debit or credit card, an authorisation may be requested prior to the start of the rental. The minimum amount of the authorisation will be determined by multiplying the rate by the rental period in addition to any excess amount and other relevant charges. This amount may be debited or held on the cardholder's bank account until the final rental charge amount is debited. This will be at the discretion of Navcar. When the vehicle is returned, any outstanding amount will be charged to the credit or debit card provided, unless you present another acceptable means of payment. Any non-payment will render all outstanding charges due immediately and will authorise Navcar to require immediate return of any vehicles still on rent and to terminate the agreements relating to such rentals. The tariffs applicable to the rental, to the additional services and to the optional covers or insurances are those which are in force on the date of issue of the rental agreement, and correspond to the characteristics you originally indicated at the time of reservation (Vehicle type rental, duration, return station...). Any modification in the characteristics will entail the use of an appropriate alternative tariff. Should the Vehicle not be returned with a full fuel tank, you will be charged for the missing quantity of fuel and £10 in addition for the refuelling service.

7 INSURANCE

All the vehicles in Navcar's fleet are insured for bodily Injury and/or Property Damage that you might inflict on a third party as a result of an accident involving the Vehicle (with the exception for rentals on the customers own insurance). In particular, you must comply with the rule concerning permitted destinations, as set out in Article "use of the vehicle" above, in order to have the full benefit of the insurance provisions. **IMPORTANT NOTE:** Damage to the under body-work and/or roof due to collision with bridges, tunnels, overhanging structures etc., is excluded from the damage cover, unless force majeure can be proved.

7.1 Liability in the Event of Damage to the Rental Vehicle or Theft or Conversion thereof; You will be liable for any damages to Navcar when renting a vehicle that has been entrusted to you. Therefore, in the event of theft of the vehicle or damages caused to it, you must fully indemnify Navcar (the indemnification will include the amounts corresponding to the repair costs, resale value of the vehicle, loss of use, administration charges etc ...). The amount will not exceed the market value of the rented vehicle at the time of the event. This liability may be reduced if you opted for the "Collision Damage Waiver" plan as defined in Article above. Therefore, at the end of the Rental, IN THE EVENT OF DAMAGE OR THEFT, YOU WILL BE DEBITED with an amount equal to the non-waivable excess charge according to the tariffs in force. **IN THE EVENT OF LIGHT DAMAGE WHERE NO THIRD PARTY IS INVOLVED, YOU WILL ONLY BE CHARGED THE COST OF REPAIR TO THE HIRE VEHICLE AND ANY ONGOING RENTAL CHARGES UNTILL THE VEHICLE HAS BEEN FULLY REPAIRED. You are advised that any waivers you may have purchased from Navcar, will be invalidated if you fail to take reasonable measures for the safety of the vehicle, its parts or accessories, or fail to comply with all restrictions on the use of the vehicle or otherwise abuse or misuse it or if you take the vehicle outside of the UK mainland.** You will not be exempt from liability towards Navcar in the case of breach of contract. Therefore, you will be responsible for any financial loss Navcar suffers as a result of such breach and for any relevant claims made by other people. You agree to pay any amounts Navcar spends in enforcing these terms. **THEFORE IN ANY CASE, NEITHER NAVCAR NOR ITS OFFICERS, DIRECTORS, EMPLOYEES WILL BE LIABLE TO THE CONTRACTING PARTY FOR ANY AMOUNTS NOR FOR ANY ACTIONS, LAW SUITS OR CLAIMS RELATED TO ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE DAMAGES (SUCH AS LOSS OF BUSINESS, LOSS OF PROFIT) ARISING OUT OF OR IN CONNECTION WITH THE RENTAL OR THE USE OF ANY VEHICLE WHEHER THE ACTION IS BASED ON CONTRACT OR IN TORT. YOU WILL INDEMNIFY AND HOLD NAVCAR HARMLESS FROM ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE RENTAL AND/OR THE USE OF THE VEHICLE.** If the loss suffered by Navcar is subsequently reduced (recovery of the Vehicle within 60 days, partial or total liability on the part of the Third party), you will receive the corresponding reimbursement.

7.1.1 Light damage; (valid only if applicable) Both at check-out and check-in Navcar will record in the rental agreement all visible light damage to a vehicle in compliance with the detailed list of light damages and repair costs which you hereby acknowledge. The customer has responsibility of checking that any damage on the vehicle matches that shown on the rental agreement at the start of rental, and must notify the branch before the start of the rental if it doesn't. At check-out unrepaired damage must appear on the rental agreement with the appropriate signatures by you and Navcar. At the end of the rental i.e., at check-in, the identification of any new light damage must be added to the rental documents. Any new light damage will be immediately pointed out to Navcar, mentioned in the rental agreement, and signed by you and Navcar. This damage will be charged to you at the repair price applicable. These repair costs will be directly billed to you by Navcar and will include the cost of the damage repair as well as administration charges, immobilisation costs, spare parts and labour costs. The above-mentioned invoiced repair costs are payable under the same conditions as for the payment of the rental agreement.

7.2 Summary of the Optional Contractual Guarantees offered by Navcar; ALL THE FOLLOWING GUARANTEES ARE ONLY APPLICABLE FOR THE DURATION OF THE RENTAL AGREEMENT AND SUBJECT TO COMPLIANCE WITH THE REQUIREMENTS OF THE TERMS OF SECTION 4. You acknowledge that you have read and understood the following summary of the terms relating to optional "CDW" guarantees and that you may elect to choose the optional CDW guarantees by so indicating on the rental agreement. CDW (Collision / Damage Waiver): If chosen and indicated in the rental agreement or if included in the rate, this facility will limit your liability for any damage to the vehicle which is not otherwise recovered from a third party, subject to the non-waivable charge. Exceptions to this regulation will apply to any rentals which are taken outside the UK mainland or in the event that a vehicle is driven into water or damaged by water whilst parked in an area where flooding is likely or predicted. **The CDW Does NOT cover Glass or Tyres.** In the event of damage to the hire vehicle where no CDW is purchased from Navcar, the customer will be liable to Navcar for the full excess. **In the event of damage where a CDW has been purchased from a Third party company Navcar will only provide a damage report and will NOT be responsible for the reimbursement of the excess charges. You will remain liable for the full excess to Navcar.**

8 DATA PROTECTION LAW

Please note that in the course of the performance of the booking as well as the rental process, Navcar collects some personal data. It is mandatory to provide all the information requested; in the absence of such information, Navcar will not be able to correctly ensure the booking and/or the rental. In order to allow us to provide you with effective services, Navcar may from time to time transfer data collected to other companies in the EU or outside the EU. This transfer does not imply any restriction and our privacy policy will be fully applicable. By accepting these General Rental Terms, you hereby authorise Navcar to proceed with such a transfer.

9 TELEMATICS AND CAMERAS

The vehicle may be equipped with a tracking device and/or a video and sound recorder and/or a telematics system. You acknowledge that such systems utilise mobile telephone, satellite and/or radio signals to transmit data and communication and therefore privacy cannot be guaranteed. You authorise Navcar and their appointed providers to use and access location information concerning you and use of the vehicle location system and recorded footage for legitimate reasons (such as to investigate a lost or stolen vehicle or to co-operate with law enforcement authorities, or to determine how damage may have been sustained to a vehicle, or driver habits). You accept that a tracking device may alert Navcar or its agents if a vehicle enters any designated area (such as a port) so that Navcar are aware the vehicle may be transferred abroad, and for other security and safety reasons. Navcar are not obliged to use or ensure the proper operation of any tracking device or recording device or telematics system in the vehicle. You may not tamper with, disable, obstruct, disconnect or alter any vehicle tracking devices or dash-cameras or alter or remove the memory chips in any way, and by doing so you invalidate any insurance Navcar provide including any CDW purchased from Navcar. In the event that evidence of tampering is discovered you will become liable for any damage caused to the hire vehicle and its fittings in addition to any damage caused to third party property or persons and will not be protected by the insurance provided with the exception of the basic insurance required by the Road Traffic Act. Any data collected, remains solely the property of Navcar and the hirer consents to the data being disclosed to third parties at the absolute discretion of Navcar. The hirer agrees where possible in the event of a collision to take pictures of the relevant vehicles and the general scene and remit the data to Navcar at the first opportunity and to assist with mitigation of potential losses.