



## GENERAL TERMS AND CONDITIONS - AVIS PREFERRED DRIVE.

These Avis Preferred DRIVE Terms and Conditions ("**Terms and Conditions**") outline the terms and conditions applicable to the various paid DRIVE memberships: DRIVE Silver and DRIVE Gold, offered by Avis Budget UK Limited, Avis Budget House, Park Road, Bracknell, Berkshire, RG12 2EW ("**Avis**").

The totality of these memberships is collectively referred to as "**DRIVE Memberships(s)**".

By purchasing a DRIVE Membership, you agree to purchase a product that is integrated into the Avis Preferred loyalty program, the terms and conditions of which are set out at <https://www.avis.co.uk/your-avis/avis-loyalty>. The Avis Preferred benefits belong to a separate program from the Avis DRIVE Program. They are not guaranteed by and may develop independently of DRIVE membership.

Therefore, the holder of a DRIVE Membership ("**Holder**") agrees to these General Terms and Conditions, which constitute the specific obligations within the framework of the conclusion of DRIVE Memberships, as well as to the conditions applicable to the AVIS Preferred loyalty program, for which the DRIVE Memberships constitute an additional offer.

### 1 - Conditions for eligibility to purchase DRIVE Memberships

Any natural person who has held a driver's license valid in the UK for at least 1 year and can prove a residential address in the UK is eligible for DRIVE memberships. In addition, membership in the free Avis Preferred loyalty program is a prerequisite. It is not possible to use the Avis Preferred DRIVE membership via the app.

### 2 - Joining the DRIVE Memberships

The DRIVE Membership may be applied for online on the Avis website [Avis.co.uk](https://www.avis.co.uk) or by telephone by any person who is eligible in accordance with the conditions specified in Clause 1 of the General Terms and Conditions. In this case, the person shall pay the fee specified in Clause 4 of the General Terms and Conditions.

Once the membership has been confirmed, a confirmation email will be sent to the Holder indicating his/her customer number, which will allow him/her to benefit from the advantages associated with the membership applied for.

### 3 - Connection between DRIVE memberships and other benefits.

#### 3.1 Connection between the DRIVE and AVIS Preferred programs.

The DRIVE membership complements the Avis Preferred loyalty program. Therefore, DRIVE membership Holders automatically become members of the Avis Preferred loyalty program, allowing the customer to accumulate the benefits of both programs.

If the DRIVE membership is not renewed, the customer will no longer enjoy the benefits of the DRIVE membership but will continue to belong to the free Avis Preferred program. A DRIVE membership Holder can thus switch to the Avis Preferred program at the same time.

### 3.2 Exclusion of corporate rates and other non-public rates.

The offers of the DRIVE program cannot be combined with rates granted under agreements with traders or partners of the AVIS brand.

### 4 – Card price and renewal

	<b>DRIVE SILVER</b>	<b>DRIVE GOLD</b>
Price at the time of signing the agreement	<b>£99</b> incl. VAT.	<b>£119</b> incl. VAT.
Duration	One (1) year from the confirmation of membership/renewal of a DRIVE membership.	

Membership ends automatically after one year, but can in principle be renewed by the customer for one additional year at a time.

Renewal is not possible if the eligibility requirements specified in Clause 1 of the General Terms and Conditions are no longer met by the Customer. From one (1) year after joining the DRIVE membership, if the Holder does not renew the membership, the Holder will no longer benefit from the discounts and advantages associated with the DRIVE membership taken out.

Renewal of a DRIVE Membership is not guaranteed under the same conditions as at the time of initial registration, but is available at the prices and conditions applicable at the time of renewal of the membership.

### 5 - Discounts and benefits

Avis Preferred DRIVE Memberships allow their Holders to benefit from the following discounts when signing a rental contract with the Avis brand as the primary driver, depending on the DRIVE Membership taken out.

	<b>AVIS<sup>®</sup> PREFERRED</b>	<b>Drive Silver</b>	<b>Drive Gold</b>
All <b>AVIS<sup>®</sup> PREFERRED</b> Benefits	✓	✓	✓
Discount on your rentals in the UK all year <sup>2</sup>	<b>10%</b>	<b>15%</b>	<b>20%</b>
Discount on your rentals in Europe <sup>2</sup>	<b>10%</b>	<b>X</b>	<b>15%</b>
Free additional driver (maximum 3 per rental)		✓	✓
Baby seats included (maximum 3 per rental) <sup>3</sup>		✓	✓
Child seats included (maximum 3 per rental) <sup>3</sup>		✓	✓
Child booster seat included (maximum 3 per rental) <sup>3</sup>		✓	✓
Ski racks included (maximum 1 per rental) <sup>3</sup>			✓
Free Roadside Assistance Plus			✓
Electric charge card included (1 card per subscription) <sup>3</sup>			✓
Travel Partner included			✓
<small>Avis Preferred benefits are in a separate program from the Drive program, are not guaranteed and are subject to change.  <sup>(1)</sup>Based on availability. Not applicable to vans, Luxury, Select Series and Prestige categories or rental periods longer than 14 days.  <sup>(2)</sup>Fuel, additional service and airport surcharge are not included.  <sup>(3)</sup>Subject to office availability.</small>		<b>£99</b>	<b>£119</b>

The discounts of the offer are all calculated on the basic public rental price (consisting of a daily and/or mileage allowance), excluding surcharges, options, additional protection, waivers, and any other costs associated with driving the vehicle (damages, fuel, etc.). Unless otherwise stated, discounts apply only to vehicle rentals in the UK.

Discounts for rentals in Europe include the countries listed below. Exceptions where discounts do not apply are in parentheses after the respective country.

Austria, Belgium, Czech Republic, Denmark, France (excluding Corsica), Germany, Greece, Italy (except Sardinia), Luxembourg, Norway, Portugal, Poland, Spain, Sweden, Switzerland, UK (except Northern Ireland, Isle of Man, Jersey, Guernsey, Orkney, Barrow in Furness, Blackpool, Carlisle, Chester, Warrington, Torquay Train Station, Lerwick City Centre, Lerwick Ferry Terminal, Sumburgh Airport).

Discounts apply only to rentals up to 27 days in length. Longer rentals of 28 days or more are excluded from discounts.

The DRIVE program is not applicable to vans, Luxury, Select Series, and Prestige categories.

The network of Avis stations includes independent licensees who are free to participate in the DRIVE program or not. DRIVE membership benefits are only valid at Avis locations that participate in the program. Some franchisees reserve the right to apply the discounts only during certain periods.

6 - Use of the card and liability of the Holder.

DRIVE memberships are named, personal and non-transferable. They can be used only by their Holder, in whose name the membership was concluded.

Each Holder is solely responsible for the safekeeping and use of the membership. In the event of misuse of a DRIVE membership, the Holder must inform Avis as soon as they become aware of it.

Each DRIVE membership Holder is required to comply with these Terms and Conditions and, in connection with the rental of an Avis vehicle, with the applicable Avis General Rental Terms and Conditions.

Resale of the services associated with the use of the membership is not permitted.

Holders confirm that the information they have provided as part of their registration for a DRIVE membership is correct. In the event of an error or change in this information, the Holders undertake to make the changes in their online account, which is accessible on [avis.co.uk](http://avis.co.uk)

## 7 - Personal data

Avis has a file of personal data collected when the DRIVE membership is applied for.

This data is processed to enable Avis to manage the memberships of its Holders. All or part of the data is intended for Avis Budget Group companies and their partners, and subcontractors and may be transferred to countries outside the European Union. In accordance with the law, each Holder has a right to object to the inclusion in these files and the use of his personal data, as well as a right of access, rectification and cancellation of the information concerning him, by sending his request by e-mail, together with proof of identity, to the following address: [dpo@abg.com](mailto:dpo@abg.com). For more information about the use of your personal data, please refer to our Privacy Policy.

## 8 - Termination

Failure by a Holder to comply with the Terms and Conditions may result in immediate termination by Avis of that Holder's DRIVE membership without notice, as well as any benefits resulting therefrom.

## 9 - Right of withdrawal

### **Cancellation policy**

### **Right of withdrawal**

You have the right to cancel this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day of the conclusion of the contract.

To exercise your right of withdrawal, you must notify us, Avis Budget UK Limited, Avis Budget House, Park Road, Bracknell, Berkshire, RG12 2EW, using a clear declaration (e.g., a letter sent by post or e-mail) of your decision to revoke this contract. For this purpose, you may use the enclosed sample revocation form, which, however, is not mandatory.

To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

### **Consequences of revocation**

If you revoke this contract, we shall reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favourable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the

notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment.

If you have requested that the services begin during the withdrawal period, you must pay us a reasonable amount that corresponds to the proportion of the services already provided by the time you notify us of the exercise of the right of withdrawal with respect to this contract, compared to the total scope of the services provided for in the contract.

## 10 - Dispute resolution

We are a member of the European Car Rental Conciliation Service (ECRCS) and the British Vehicle Rental and Leasing Association (BVRLA). These organisations independently review disputes at no additional cost to you. If you make a complaint and are unhappy with our final response, you may (depending on the circumstances) refer your dispute to these conciliation services. You can contact these organisations using the following details:

- BVRLA: [www.bvrla.co.uk/consumer-advice/making-a-complaint-adr/complaint-eligibility.html](http://www.bvrla.co.uk/consumer-advice/making-a-complaint-adr/complaint-eligibility.html)
- ECRCS: <https://www.ecrcs.com/register-a-complaint.html>

## **Sample Cancellation Form**

(If you wish to cancel the contract, please fill out and return this form and email or post it to Avis Budget UK Limited.)

To [uk.drive@abg.com](mailto:uk.drive@abg.com) - I hereby revoke the contract entered into by me for the purchase of the Drive Membership ordered on (Insert date)

- Name of the customer
- Address of the customer
- Signature of customer (only when cancellation is sent by post)
- Date of termination