

## Terms and Conditions Travel Concierge Services of Avis Budget UK Limited

These Terms and Conditions set out how the Travel Concierge Services work and explain our obligations to you and your obligations to us.

### 1. Definitions

In these Terms and Conditions the following words have the meanings shown next to them:

**we, us, our** means Avis Budget UK Limited, of 7 Welbeck Street, London W1G 9YE ("Avis"), company number 802486 who is providing the Services to you.

**you, your** means the person/entity who has concluded a Service Agreement with us and who is receiving the Services.

**Personal Information** means any information given by you to us (including through your company when concluding a Service Agreement) in writing, by e-mail or when calling us in connection with the Services and includes details of your credit or payment cards used in connection with the Services.

**Services** means the Travel Concierge Service detailed below and listed in the attached Schedule 1.

**Service Agreement** means an agreement for Travel Concierge Services.

**Supplier** means any third party with whom we place an order for goods or services on your behalf.

### 2. Subject Matter and Conclusion of Contract

- 2.1 The Travel Concierge Service will be available to you for a fixed period of one year. Termination of the Service Agreement is only possible where either party commits a material breach of the Service Agreement or where a party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors. The Service Agreement for Travel Concierge Services can be terminated on our website, via e-mail or telephone.

### 3. Description and Access of Services

- 3.1 After conclusion of a Service Agreement, you will receive a welcome e-mail from us with details on how you can contact us for the individual access of a Service and how you can use the Service.
- 3.2 The Services are personal to you and cannot be used by anyone else. The Services will be provided in English except where we state otherwise.
- 3.3 You can access the individual Services by telephone on 01733 862 064 and by e-mail at [travelconciierge@avisconciierge.com](mailto:travelconciierge@avisconciierge.com). The Services are available 24 hours a day 365 days a year, except where we expressly indicate otherwise. All calls and e-mails will be answered in English.
- 3.4 We do not provide as part of the Services a call answering or a general messaging service, conference call facilities or a business research or consultation service or arrange for the order of goods or Services for commercial purposes or resale.
- 3.5 If we are unable to answer a request for Services during your initial call to us, we will call you back or e-mail you at an agreed time. When e-mailing us with a request for Services we will respond to you within 24 hours.
- 3.6 To ensure the quality of our Services, telephone calls to us are recorded and randomly monitored. You will be asked for your consent in recording and/or monitoring at the beginning of the call. You may be asked to provide some Personal Information or identifiers when accessing the Services to enable us to verify you are entitled to receive them.
- 3.7 If you know or have any reason to suspect that someone else knows any of your Personal Information or identifiers used to access the Services, you should call us immediately.
- 3.8 The supply of the Services is free of charge but, if you ask us to order any specific goods or services from a Supplier or make a reservation for a performance of the Supplier, these may require you to pay in advance by a credit or debit card acceptable to the Supplier.
- 3.9 We reserve the right to refuse a request for Services if:

- (a) we have a reasonable belief the person contacting us is not eligible to receive the Services;
- (b) your instructions are not clear;
- (c) it is for a service we do not provide;
- (d) you are abusive to or act inappropriately towards any member of our staff; or
- (e) we believe that it may put us in breach of any law, regulation, code or some contractual obligation.

3.10 We are entitled to engage third parties with the provision of the Services.

3.11 Any order for any goods or services or any reservation we make on your behalf with a Supplier will be placed in your name using, if relevant, your debit or credit card details supplied to us. In all cases you will be responsible directly to a Supplier for settlement of any bills ordered on your behalf where pre-payment in full has not been made. In these cases, we only act as an intermediary between you and the Supplier.

3.12 There will be a direct contractual relationship between you and the Supplier and any goods or services will be subject to the Supplier's terms and conditions. Some Suppliers (for example hotels) may reserve the right to debit your credit or payment card in the event of you cancelling a reservation or failing to take a service.

3.13 We shall not be liable if the contract between you and the Supplier will not be terminated.

3.14 Each Supplier will be solely responsible for the correct performance of its contract with you.

3.15 Contracts between you and the Supplier may be subject to foreign law.

#### **4. Contact Details**

If we need to contact you, we will use your address, telephone number, e-mail or other contact details you have supplied to us. If these change at any time we recommend that you tell us about the change.

#### **5. Personal Information and Data Protection**

5.1 You agree to us holding and processing any Personal Information and we will process this in accordance with the Data Protection Act 1998. You are entitled to ask us in writing to supply you with any Personal Information we hold about you at any time and we may charge a fee for providing this.

5.2 You agree to your Personal Information being transferred outside of the European Economic Area for the purpose of placing an order on your behalf with a Supplier (for example where the Supplier is situated outside this area) but we will only transfer the minimum amount of information necessary.

5.3 We will not disclose any Personal Information to any third party except:

- (a) if it is necessary for the provision of Services including any credit or payment card details used to pay for any goods or Services;
- (b) you have specifically agreed that we may;
- (c) for fraud prevention purposes;
- (d) to any person who may assume our rights under these terms and conditions; or
- (e) if we have a right or duty to disclose it or are compelled to do so by law.

#### **6. Limitation of our Liability and Damage Compensation**

6.1 Nothing in these Conditions shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

- (e) defective products under the Consumer Protection Act 1987.

6.2 Our obligation to pay damages shall be limited as follows:

- (a) under no circumstances will we be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of revenue, loss of business opportunity (in each whether direct or indirect) or any indirect or consequential loss arising under or in connection with the Services.
- (b) our total liability to you in respect of all other losses arising under or in connection with the Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the greater of one year's charges (paid or payable) or £10,000.00.

6.3 We will not be liable to you

- (a) if your instructions are unclear or you provide us with incorrect information;
- (b) if we are unable to supply the Services due to anything beyond our reasonable control; or
- (c) for any failure on the part of any Supplier to provide any goods or services which have been properly ordered on your behalf by us.

6.4 Since we rely on the information provided to us by the Supplier, we will not assume liability that any information on the services is correct, complete and up-to-date, in particular we shall not be liable for the availability of the services at the time of booking.

## 7. Right of withdrawal

If you terminate a Service Agreement with us for Travel Concierge Services, you shall have the following rights:

### **Information on the Right of withdrawal**

#### **Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the termination of the contract.

To exercise the right of withdrawal, you must inform us (Avis Budget UK Limited, 7 Welbeck Street, London W1G 9YE ("Avis"), [customerresolutionteam@avis.co.uk](mailto:customerresolutionteam@avis.co.uk) or 003618871485) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### **Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

**Model withdrawal form**

(complete and return this form only if you wish to withdraw from the contract)

**To:**

Avis Budget UK Limited

7 Welbeck Street London W1G 9YE [customerresolutionteam@avis.co.uk](mailto:customerresolutionteam@avis.co.uk) or 003618871485

I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*):

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Ordered on (\*)/received on (\*): \_\_\_\_\_

Name of consumer(s): \_\_\_\_\_

Address of consumer(s): \_\_\_\_\_

Signature of consumer(s) (only if this form is notified on paper): \_\_\_\_\_

Date: \_\_\_\_\_

(\*) Delete as appropriate.

**8. Support and Complaints**

In the unlikely event that you are dissatisfied with any aspect of the Services or in case you need any support regarding the Services please contact us by telephone on 01733 862 064 or e-mail to [travelconcierge@avisconcierge.com](mailto:travelconcierge@avisconcierge.com) and we will try to resolve any problems.

**9. Transferring Our Rights**

We may assign our rights and benefits under these Terms and Conditions at any time to a member of our group.

**10. Third Party Rights**

Nothing in these Terms and Conditions will confer on any third party any benefit or the right to enforce any of these Terms and Conditions.

**11. General Provisions**

11.1 If a provision of the Service Agreement and/or these Terms and Conditions is invalid, in whole or in part, the validity of the remaining provisions shall remain unaffected hereby.

11.2 Amendments and supplements to the Service Agreement and/or these Terms and Conditions and any side agreements must be made in writing.

11.3 These Terms and Conditions and our contractual relationship shall be subject to the laws of England to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

## Schedule 1

### Travel Concierge Service

Travel Assistance Services	<p>A range of travel advice, available pre- and in-trip, including:</p> <ul style="list-style-type: none"><li>• Weather</li><li>• Passport and visitor visa information</li><li>• Real-time flight status information for all major European airports</li><li>• Embassy and Consulate contact information (at least address and telephone number)</li><li>• Public holidays</li><li>• Local and national languages spoken</li><li>• Time zone</li><li>• Local Customs</li></ul>
Lost Property Services	<p>A range of lost property Services, available up to 5 days after the end of the Customer's annual's membership period, including</p> <ul style="list-style-type: none"><li>• Assistance to trace lost luggage, including liaising with the carrier on the Customer's behalf and providing updates at the frequency reasonably requested by the Customer until the case is closed. Support and assistance with the reporting and investigation of lost property, including contacting third parties on the Customer's behalf to try and locate the lost property.</li><li>• Assistance in reporting the loss of theft of credit, charge, debit and payment cards (not store cards, or any non-chargeable cards such as loyalty programme cards), including advising the Customer on the best procedure to follow and in cases where the Customer cannot make contact with their card issuer, attempt to report the loss on the Customer's behalf.</li><li>• Assistance in reporting the loss or theft of mobile phones and similar SIM connected devices such as tablets, including advising the Customer on the best procedure to follow and in cases where the Customer cannot make contact with the mobile phone network provider; attempt to report the loss on the Customer's behalf.</li><li>• Assistance in reporting a lost or stolen passport through provision of the telephone number, address and opening hours of the nearest consulate or embassy and advice and support on the processes for arranging a replacement passport, including attempt to contact friends or relatives on the Customer's behalf to assist in providing copies of any documentation required.</li></ul>
Contact Information Services	<p>Provision of information and assistance to the Customer on finding the address and/or contact details for a business activity.</p>
Interpretation Services	<p>Telephone access to multilingual interpretation services. A verbal translation to or from the specified languages.</p>
Air Charter	<p>Provision of information, advice and assistance to the Customer on the hire of private aircraft and helicopters</p>
Air Travel Reservations and Information	<ul style="list-style-type: none"><li>• Provision of comprehensive information on: scheduled flight timetables, prices, restrictions, connections</li><li>• Advise on options available to the Customer and make scheduled flight reservations on the Customer's behalf and arrange for the issue of flight tickets for most international airlines</li></ul>
Vehicle Hire Reservation and Information	<ul style="list-style-type: none"><li>• Provision of information, advice and assistance on the provision of car hire at all the Client's worldwide locations</li><li>• To include details on location, opening hours, delivery and collection options, vehicle types</li><li>• To include details of all ancillary services available via the Client – e.g. E-Toll, GPS, Child Safety Seats, Mobile Wi-Fi</li></ul>
Car Parking Information and Reservation	<p>Provision of information to the Customer and liaison with Service Providers on behalf of the Customer to arrange car parking to include meet and greet and valet parking Services</p>
Chauffeur-Driven Car Services	<p>Provision of information about chauffeur driven vehicle Services, including private-hire taxis and airport transfers</p>

Ferry Information and Reservation	Provision of information for scheduled ferry departures for the major ports
Flower Delivery	<ul style="list-style-type: none"> <li>• Provision of information, advice and assistance with the delivery of flower arrangements and bouquets using a number of Service Providers, including <ul style="list-style-type: none"> <li>○ A selection of bouquets and flower arrangements, along with associated items such a chocolates</li> <li>○ Inclusion of a message</li> <li>○ Delivery to most major cities and towns worldwide</li> <li>○ Delivery timescales</li> <li>○ Prices including any delivery charges</li> </ul> </li> <li>• The Service provided must be done with awareness of local cultural customs and sensitivities</li> </ul>
Gift Delivery	<ul style="list-style-type: none"> <li>• Provision of advice and assistance on the selection and delivery of a suitable gift to or from most major locations worldwide</li> <li>• Including advice on gift selection, suitability for delivery, cultural and local custom implications, prices and delivery timescales.</li> <li>• If requested, we will place an order with the Service Provider on behalf of the Customer</li> </ul>
Golf Course Information Service	<ul style="list-style-type: none"> <li>• Provision of details of all major golf courses all over the world To include location, pricing, handicap requirements, dress code, season codes, course facilities and tee times</li> <li>• If the Customer requests, availability of tee times and reservations will be made</li> </ul>
Guest List	<ul style="list-style-type: none"> <li>• Provision of information and reservation assistance for venues and establishments offering guest list Services in a number of locations worldwide.</li> <li>• Including advice on location, contact details, charges and charging options</li> <li>• These will cover worldwide locations</li> </ul>
Gym and personal trainer Services	<ul style="list-style-type: none"> <li>• A Lifestyle Manager will provide details of gym facilities in most major cities worldwide and, where available, provide information including: <ul style="list-style-type: none"> <li>▪ Location</li> <li>▪ Opening Hours</li> <li>▪ Facilities, including availability of personal trainers</li> <li>▪ Telephone number</li> </ul> </li> <li>• The Lifestyle Manager will, where possible and if requested by a Customer, check availability and arrange on the Customer's behalf an appointment with a Service Provider. This service does not extend to giving advice and details of any person or firm is not a recommendation by us.</li> </ul>
Holiday Information and Reservation	<ul style="list-style-type: none"> <li>• Customer assistance through tailored destination suggestions applicable to the Customer's known profile</li> <li>• Bookings and reservations for both individual elements of the overall holiday from different Service Providers or a combined package from a tour operator.</li> </ul>
Hospitality Event Ticketing	<ul style="list-style-type: none"> <li>• Provision of information to the Customer on the availability of tickets to events at most major worldwide destinations We will upon request from the Customer make reservations or purchase tickets on his or her behalf with a Service Provider which may be the venue, the promoter or third party ticket provider.</li> </ul>
Hotel Reservation and Information	<ul style="list-style-type: none"> <li>• Provision of information, advice and assistance to the Customer for the reservation of hotel and other short-term accommodation including location, accommodation type, Services available at the hotel, tariffs, check-out times.</li> <li>• We will upon request from the Customer make reservations on his or her behalf</li> </ul>
International Luggage Delivery	<ul style="list-style-type: none"> <li>• Provision of information, advice and assistance to a Customer for the collection and delivery of luggage or other items to an overseas holiday or business destination.</li> </ul>

	<ul style="list-style-type: none"> <li>• WhiteConcierge will advise on the necessary documentation and costs required to complete the delivery. The Customer will be responsible for completion of any relevant documentation (including Customer declarations and insurance provision) required on collection</li> </ul>
Rail Information and Reservation Service	A Lifestyle Manager will provide the Customer with information relating to scheduled rail departures and arrivals in many locations worldwide and may be able to assist the Customer in making a reservation.
Restaurant Reservations	<ul style="list-style-type: none"> <li>• Provision of advice to the Customer on dining options in many locations worldwide</li> <li>• Provision of information on reviews, costs and availability.</li> <li>• Make a reservation on the Customer's behalf either directly with the restaurant or through a booking portal.</li> </ul>
Route Planning	<ul style="list-style-type: none"> <li>• Advice to a Customer pre or in-trip with planning the most appropriate route for his or her journey, including (if requested) information regarding local attractions, restaurants and events.</li> <li>• Details of any planned should be provided on request to the Customer via his or her preferred method of contact.</li> </ul>
Shopping Service	Provision of assistance upon request by the Customer to locate specific items that he or she wishes to buy in a wide variety of locations and where possible place an order on the Customer's behalf with the Service Provider.
Spa Well-being Reservation and Information	<ul style="list-style-type: none"> <li>• Provision of advice to the Customer on spa and beauty treatments, and also gym and personal training in many locations worldwide</li> <li>• To include costs and availability and where available and requested to, make a reservation on the Customer's behalf.</li> </ul>
Tour Guide Services	<ul style="list-style-type: none"> <li>• Provision of help, advice and assistance to the Customer with arranging a professional tour guide for conducted tours in most major holiday destinations worldwide If requested, we will make enquiries, check availability and make a reservation on the Customer's behalf either directly with the Service Provider or through a booking portal.</li> <li>• The product will be marketed as primarily for international travel but as it will be available on an annual basis; domestic usage must be expected and supported.</li> </ul>