

## **Appendix C**

### **PART 8 OF THE ENTERPRISE ACT 2002 (EA02)**

#### **UNDERTAKING TO THE COMPETITION AND MARKETS AUTHORITY (PURSUANT TO SECTION 219 OF THE EA02) RELATING TO:**

##### **THE CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008 (CPRs)**

Affordable Car Hire Limited (the Company), registered office Cambridge House, 27 Cambridge Road, Wanstead, London, E11 2PU, and its directors, James Moore and Angela Moore (the Directors, and together with the Company, the Parties) have agreed to provide undertakings to the Competition and Markets Authority (CMA) in response to an investigation by the CMA and alleged breaches of the CPRs.

The Company gives the following undertaking to the CMA under section 219 of the EA02.

#### **UNDERTAKING**

**In accordance with section 219(4) of the EA02, the Parties undertake:**

- **not to continue or repeat any conduct which contravenes paragraphs 17 below;**
  - **not to engage in such conduct in the course of this business or another business; and**
1. The Company will cease listing, within 14 days of the date of this undertaking, car rental offers which do not comply with consumer protection law and/or the CMA's Compliance Summary contained at Schedule 1 to this Undertaking.
  2. The Parties will take all reasonable steps to remedy any non-compliance with consumer protection law and the Compliance Summary as soon as is practicable and in any event within 7 days of knowledge of non-compliance. Reasonable steps include, but are not limited to, removing particular listings, refusing to list offers from particular suppliers, investigating the cause of noncompliant listings and implementing solutions, becoming a white label client of a compliant service provider, etc.
  3. The Company will identify the 60 rental locations attracting the most bookings and conduct compliance checks on at least three rental listings from at least five of the locations on that list on at least a monthly basis to check for

noncompliance with the Compliance Summary and consumer protection legislation. These checks should be recorded by way of screenshot or equivalent. Each of the 60 locations on the list should be checked at least once annually.

4. The Parties will retain the results and records of each of the Company's monthly compliance checks for a period of 18 months, and any of the Parties must present them upon request by any enforcer within the meaning of s.213 EA02.
5. The Company will provide white label clients with any and all information required to comply with consumer protection legislation and the CMA's Compliance Summary at Schedule 1. Paragraph 2 of this Undertaking applies in the event that any of the Parties becomes aware that the information provided is non-compliant.
6. The Company will enter into a Primary Authority relationship with a local authority.
7. The Company will sign up to a conciliation service approved by Chartered Trading Standards Institute within 60 days of the date of this undertaking.

**BY SIGNING THESE UNDERTAKINGS THE PARTIES ARE AGREEING THAT THEY WILL BE BOUND BY THEM.**

**THE CONDUCT REFERRED TO MAY CONSTITUTE A COMMUNITY INFRINGEMENT PURSUANT TO SECTION 212 OF THE EA02. IF HAVING SIGNED THIS DOCUMENT ANY OF THE PARTIES BREACH ANY OF THE TERMS OF THE ABOVE UNDERTAKING, THEY ARE AWARE THAT THEY MAY BE THE SUBJECT OF AN APPLICATION TO THE COURT FOR AN ENFORCEMENT ORDER UNDER SECTION 215 OF THE EA02.**