VEHICLE HIRE TERMS AND CONDITIONS

These vehicle hire terms and conditions (**Terms**) are entered into between us and you, together the **Parties** and each a **Party**.

These Terms apply to each hire of a Vehicle. You accept, and agree to be bound by, all of their provisions (including the Schedule attached to the Vehicle Hire Agreement) by signing or otherwise accepting the Vehicle Hire Agreement or a booking, by making payment, or by collecting, taking delivery of or using the Vehicle, whichever occurs first.

1. Services

1.1 In consideration of your payment of the Hire Fees, we will provide the Services in accordance with these Terms, whether ourselves or through our Personnel.

1.2 Bookings may be made by telephone, through a broker, via our website, or via WhatsApp or other social media channels. A booking is not confirmed, and we are under no obligation to provide the Vehicle, until you have presented all documentation reasonably required by us and made payment in full, in each case at the time of collection or delivery of the Vehicle (as applicable).

1.3 Before releasing the Vehicle to you, we may carry out eligibility checks, including verification of your driving licence with the DVLA. You must present two forms of proof of address in your own name, dated within the last three months. You must hold and present a valid credit card in your own name; we do not accept debit cards as a means of payment or authorisation under these Terms.

1.4 We may refuse to hire the Vehicle to you at the point of collection or delivery if you do not meet our eligibility requirements, including if you fail to present the required documentation or a valid credit card in your own name. Meeting our minimum criteria (such as holding a driving licence for at least two years and a valid credit card) does not guarantee hire, and we may refuse to hire the Vehicle to you in our discretion, including where you disclose a medical condition that could affect your ability to drive a vehicle safely.

1.5 If these Terms express a time within which the Services are to be supplied, we will use reasonable endeavours to provide the Services by such time, but you agree that such time is an estimate only.

1.6 All variations to the Services must be agreed in writing between the Parties and will be priced in accordance with any schedule of rates provided by us, or otherwise as reasonably agreed between the Parties. If we consider that any instructions or directions from you constitute a variation to the scope of the Services or our obligations under these Terms, then we will not be obliged to comply with such instructions or directions unless agreed in accordance with this clause.

Collecting the Vehicle

1.7 If we are responsible for delivering the Vehicle to you, we will use reasonable endeavours to deliver the Vehicle by the time agreed between the Parties, and risk in the Vehicle will pass to you once we have delivered the Vehicle to the agreed delivery location. You will be responsible for the costs of delivery.

1.8 Before the Vehicle is released to you, we will provide you with photographs showing its condition, including any existing damage. You must check the Vehicle against those photographs before driving away and notify us immediately of any discrepancy.

1.9 Delivery of the Vehicle is available only within approximately a two (2) mile radius of Holloway, London, and is subject to our availability. Before we deliver the Vehicle to you, you must pay a non-refundable delivery fee, and the same non-refundable fee applies where we collect the Vehicle from you at the end of the Term. If you fail to satisfy eligibility requirements under clause 1.3, the delivery fee is not refundable, notwithstanding that the Vehicle is not released to you.

1.10 If you are responsible for collecting the Vehicle from us, you must collect the Vehicle by the time agreed between the Parties, and risk in the Vehicle will pass to you once you have collected the Vehicle from the agreed collection location. You will be responsible for the costs of collection.

Operating the Vehicle

1.11 You will be responsible for the cost of operating the Vehicle, including the cost of any consumables (such as fuel or registrations). You must return the Vehicle with the same level of fuel or charge (where you have hired an electric or hybrid Vehicle) as when it was collected by, or delivered to, you.

1.12 We will be responsible for the cost of maintaining and servicing the Vehicle. You will be responsible for the costs of any repairs to the Vehicle (including the cost of replacement parts) because of your improper or negligent use of the Vehicle, which will be a debt due and immediately payable to us. You are also liable for the full cost of replacing any lost or damaged keys (plus a reasonable administration fee), and for damage to tyres, wheels and windscreens, none of which is covered by the Excess or any insurance.

1.13 You will take out and maintain, for the duration of the Term, insurance sufficient to cover the full replacement value of the Vehicle in the event of loss or damage.

1.14 Where the Vehicle suffers loss or damage during the Term, your liability to us for the cost of repair or replacement of the Vehicle is limited to the Excess as set out in the Schedule attached to the Vehicle Hire Agreement, subject to clause 1.15 and your compliance with these Terms, unless we otherwise elect not to charge the full Excess where the cost of the damage is less than the Excess amount. You may purchase additional insurance products from us to reduce your Excess and deposit (for example, to £1,000), in which case the reduced amount will be recorded in the Schedule attached to the Vehicle Hire Agreement or otherwise agreed between the Parties in writing.

1.15 You acknowledge that driving the Vehicle in a reckless, dangerous or otherwise improper manner may invalidate the insurance cover referred to in this clause. If any loss or damage arises in circumstances that invalidate that insurance cover, the Excess cap will not apply, and you will be liable to us in full for the resulting loss or damage,

notwithstanding any deposit, Excess or additional insurance product referred to in these Terms.

1.16 Where you elect to rely on your own personal insurance policy in respect of the Vehicle rather than purchasing additional insurance from us, you remain liable to us directly for the Excess and any other amounts due under these Terms, and we will charge you accordingly. Recovering any amount so charged from your own insurer is solely your responsibility, and we have no obligation to liaise with, or seek recovery from, your insurer on your behalf.

1.17 You agree to (and to the extent applicable, ensure that your Personnel agree to):

(a) comply with these Terms, all applicable Laws, our reasonable requests, and any operating instructions for the Vehicle;

(b) contact us immediately if there is any damage to or defects in the Vehicle;

(c) ensure that any person using the Vehicle is properly qualified or trained to safely do so;

(d) not allow anyone to interfere or otherwise tamper with the Vehicle;

(e) not allow any third party to conduct repairs or maintenance on the Vehicle without our prior consent;

(f) pay us the cost of the Vehicle (as a debt due and immediately payable) where their loss, theft, damage or destruction occurs;

(g) provide us (and our Personnel) with access to your premises (and its facilities) as is reasonably necessary for us to provide the Services, free from harm or risk to health or safety at the times and on the dates reasonably requested by us or as agreed between the Parties;

(h) protect and maintain the Vehicle in the Original Condition; and

(i) inspect the Vehicle before driving away, and compare its condition against the photographs provided to you under these Terms, and notify us immediately of any discrepancy; and

(j) keep the Vehicle in your custody and control at all times, and not sublease, rent, sell or otherwise transfer the Vehicle to any other person; and

(k) not use the Vehicle to carry any hazardous materials, or as a taxi, private hire vehicle (including Uber) or for any other passenger, delivery or courier service for hire or reward, as such use is prohibited and will invalidate the insurance cover.

Returning the Vehicle

1.18 You must return the Vehicle to us in the Original Condition at the time agreed between the Parties, or if no time is specified, upon termination or expiry of these Terms. If the Vehicle requires deep cleaning on return (including because of smoking), we may charge you the cleaning cost plus a reasonable administration fee.

1.19 You agree that if you do not return the Vehicle to the return location by the agreed time, or have not made the Vehicle available for our collection at the agreed time (if we have elected to collect the Vehicle, in our sole discretion), then we may charge you the Late Return Charge.

1.20 You agree that the Late Return Charge is a genuine pre-estimate of loss suffered or incurred by us as a result of your delay in returning the Vehicle to us.

1.21 Where the Vehicle is returned with damage, or a penalty is incurred, you agree to pay us a reasonable administration fee of £60 per incident, in addition to the cost of repairing the damage or the amount of the relevant penalty. The cost of repairing any damage will be reasonably determined by us, including, where applicable, by reference to our internal damage assessment matrix, and is a genuine pre-estimate of our loss.

Title, Risk and Security

1.22 Title in any Vehicle leased to you will at all times remain with us, and you:

(a) take the Vehicle as a bare bailee only;

(b) irrevocably appoint us to be your attorney to do all acts and things necessary to ensure our retention of title to the Vehicle, including the registration of any security interest in our favour with respect to the Vehicle; and

(c) must not allow any other person to have or acquire any security interest in the Vehicle without our prior written consent.

(d) Where we receive notice of a penalty charge notice, fine or other penalty arising from your use of the Vehicle during the Term, you agree that liability for that penalty is transferred to you, and you authorise us to debit your credit card for the amount of the penalty, together with a reasonable administration fee of £60 per incident.

2. Hire Fees and Payment

2.1 In consideration for us providing the Services, you agree to pay all amounts due under these Terms in accordance with the Payment Terms. You authorise us to charge or debit the credit card provided by you under these Terms for any amounts properly due and payable by you under these Terms, including the Hire Fees, the Late Return Charge, any damage or penalty charges, and any administration fees.

2.2 If you are required to pay a deposit in respect of any Vehicle, you agree that:

(a) we will have no obligation to provide the Vehicle to you until you have paid the deposit in full;

(b) the deposit will be used as security by us for your obligations under these Terms, and we may call upon the deposit to satisfy any obligations or liabilities owed by you; and

(c) subject to your compliance with these Terms, we will refund you the balance of the deposit (if any) within a reasonable time after the end of the relevant lease period.

2.3 If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion, and without prejudice to any of our rights or remedies under these Terms or at Law):

(a) after a period of 5 Business Days from the relevant due date, cease providing the Services, and recover, as a debt due and immediately payable from you, our reasonable additional costs of doing so (including all recovery costs); and/or

(b) charge interest at a rate equal to the Bank of England's base rate, from time to time, plus 4% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the relevant due date in accordance with the Payment Terms; and/or

(c) enter any premises where the Vehicle is stored or held, for the purpose of retrieving and taking possession of the Vehicle, and you agree to provide any access, items and consents required to enable us to do so.

2.4 All amounts payable by you under these Terms are exclusive of amounts in respect of any taxes, including sales, use or value added tax chargeable from time to time (**VAT**), unless otherwise stated. Where any taxable supply for VAT purposes is made under these Terms by us to you, you agree, on receipt of a valid VAT invoice from us, to pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

3. Confidential Information

3.1 Subject to clause 3.2, each Party must (and must ensure that its Personnel) keep confidential, and not use (except to perform its obligations under these Terms) or permit any unauthorised use of, information provided by the other Party, including information about these Terms and the other Party's business and operations.

3.2 Clause 3.1 does not apply where the disclosure is required by Law or the disclosure is to a professional adviser in order to obtain advice in relation to matters arising in connection with these Terms and provided that the disclosing Party ensures the adviser complies with the terms of clause 3.1.

3.3 This clause 3 will survive the termination of these Terms.

4. Liability

4.1 Nothing in these Terms limits any Liability which cannot legally be limited, including Liability for:

(a) death or personal injury caused by negligence; and

(b) fraud or fraudulent misrepresentation.

4.2 Subject to clause 4.1 (liability which cannot legally be limited), but despite anything else to the contrary in these Terms, to the maximum extent permitted by Law, you are liable for and you and agree to indemnify us and hold us harmless in respect of any Liability which we may suffer, incur or are otherwise liable for as a result of, or in connection with:

(a) any property loss or damage, death or personal injury, arising from or in connection with your improper or negligent use of the Vehicle;

(b) any loss (including theft) of, or damage to, the Vehicle when you are responsible for the risk in the Vehicle;

(c) any failure to return the Vehicle in its Original Condition; and

(d) all Liabilities suffered or incurred by us in repossessing or recovering the Vehicle in accordance with these Terms.

4.3 Subject to clause 4.1 (liability which cannot legally be limited), but despite anything else to the contrary in these Terms, to the maximum extent permitted by Law:

(a) if you are not a 'consumer' as defined in the Consumer Rights Act 2015, neither Party will be liable for Consequential Loss;

(b) if you are a 'consumer' as defined in the Consumer Rights Act 2015, and you use the Services for any commercial, business or re-sale purpose, we will have no Liability to you for any loss of profit, loss of business, loss of data, business interruption, or loss of business opportunity;

(c) a Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss; and

(d) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to 100% of the Hire Fees paid or payable by you.

4.4 This clause 4 will survive the termination or expiry of these Terms.

5. Term and Termination

5.1 These Terms will operate for the Term. If you return the Vehicle before the end of the Term, you will not be entitled to any refund of the Hire Fees in respect of the unused portion of the Term. If you wish to extend the Term, you must contact us in advance; any extension is subject to our availability and will be charged at our then-current standard rate, which may be higher than the rate applicable to your original hire.

5.2 Once these Terms are accepted, you may not cancel them and no amounts paid by you are refundable, except as expressly stated otherwise in these Terms.

5.3 These Terms will terminate immediately upon written notice by a Party (Non-Defaulting Party) if:

(a) the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or

(b) the Defaulting Party goes bankrupt, insolvent or is otherwise unable to pay its debts as they fall due.

5.4 Upon expiry or termination of these Terms:

(a) we will immediately cease providing the Services;

(b) any payments made by you to us for Services already performed are not refundable to you;

(c) you are to pay for all Services provided prior to termination, including Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under these Terms;

(d) you must return the Vehicle to us, or make the Vehicle available for our collection (at our sole discretion), and grant us a right of access to your premises where the Vehicle is located for this purpose;

(e) by us pursuant to clause 5.3, you also agree to pay us our additional costs, reasonably incurred, and which arise directly from such termination (including recovery fees); and

(f) we may retain your documents and information (including copies) to the extent required by Law or pursuant to any information technology back-up procedure, provided that we handle your information in accordance with clause 3.

5.5 Termination of these Terms will not affect any rights or liabilities that a Party has accrued under it.

5.6 This clause 5 will survive the termination or expiry of these Terms.

6. General

6.1 **Amendment**: Subject to clauses 1.6, these Terms may only be amended by written instrument executed by the Parties.

6.2 **Assignment**: Subject to clauses 6.3 and 6.12, a Party must not assign, novate or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).

6.3 **Assignment of Debt**: You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.

6.4 **Contracts (Rights of Third Parties) Act 1999:** Despite any other provision of these Terms, nothing in these Terms confers or is intended to confer any right to enforce any of its terms on any person who is not a Party to it.

6.5 **Disputes**: A Party may not commence court proceedings relating to any dispute arising from, or in connection with, these Terms (**Dispute**) without first meeting a representative of the other Party within 10 Business Days of notifying that other Party of the Dispute. If the Parties cannot resolve the Dispute at that meeting, either Party may refer the Dispute to mediation administered by The Centre for Effective Dispute Resolution.

6.6 **Force Majeure**: Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event, provided that the Party seeking to rely on the benefit of this clause:

(a) as soon as reasonably practical, notifies the other Party in writing details of the Force Majeure Event, and the extent to which it is unable to perform its obligations; and

(b) uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.

Where the Force Majeure Event prevents a Party from performing a material obligation under these Terms for a period in excess of 60 days, then the other Party may by notice terminate these Terms, which will be effective immediately, unless otherwise stated in the notice. This clause will not apply to a Party's obligation to pay any amount that is due and payable to the other Party under these Terms.

6.7 **Governing Law**: These Terms are governed by the laws of England and Wales and both parties submit to the exclusive jurisdiction of the courts operating in England and Wales.

6.8 **Intellectual Property:** Nothing in these Terms constitutes an assignment or transfer of a Party's intellectual property rights to the other Party.

6.9 **Notices**: Any notice given under these Terms must be in writing addressed to the addresses set out in these Terms, or the relevant address last notified by the recipient to the Parties in accordance with this clause. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

6.10 **Privacy**: We will comply with all applicable data protection laws, and your personal data will be handled in accordance with our privacy policy (available on our website).

6.11 **Relationship of Parties**: These Terms are not intended to create a partnership, joint venture, employment or agency relationship between the Parties.

6.12 **Subcontracting**: We may subcontract the provision of any part of the Services without your prior written consent. We agree that any subcontracting does not discharge us from any liability under these Terms and that we are liable for the acts and omissions of our subcontractor.

7. Definitions

In these Terms, unless the context otherwise requires, capitalised terms have the meanings given to them in the Schedule attached to the Vehicle Hire Agreement, and:

Business Day means a day on which banks are open for general banking business in England, excluding Saturdays, Sundays and public holidays.

Commencement Date means the date you accept these Terms in accordance with the introduction.

Consequential Loss includes any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. However, your obligation to pay us the Hire Fees and any other amounts

payable under these Terms will not constitute "Consequential Loss".

Vehicle means any Vehicle that we lease to you as part of the Services.

Force Majeure Event means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

Hire Fees means the fees set out in the Schedule attached to the Vehicle Hire Agreement, as adjusted in accordance with these Terms.

Law means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with these Terms or the supply of the Services.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.

Original Condition means the Vehicle being clean and free from damage or defect, and in the same condition in which we provided the Vehicle to you, subject to fair wear and tear.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

Schedule means the schedule attached to the Vehicle Hire Agreement.

Services means the services set out in the Schedule attached to the Vehicle Hire Agreement, as adjusted in accordance with these Terms.

Terms means these vehicle hire terms and conditions and any documents attached to, or referred to in, them.

Vehicle Hire Agreement means the vehicle hire agreement entered into between us and you to which these Terms are attached or incorporated.