

## UK & Ireland Flex-E-Rent Rental Vehicle Supply Service Terms and Conditions

Where Company is to receive Flex-E-Rent Services from Enterprise Rent-A-Car UK Limited where rentals commence in the United Kingdom and ERAC Ireland Limited for rentals that commence in the Republic of Ireland (each "ERAC") the following terms and conditions shall apply:

### 1. Definitions

1.1. The following additional definitions shall apply:

**Authorised Individual** means a person authorised by the Company to accept delivery and sign for condition of the vehicle on commencement of hire and Off Hire;

**BVRLA Guidelines** means the standards applicable to a specific type of Vehicle rental as set by the British Vehicle Rental and Leasing Association. The BVRLA Guidelines can be found on the BVRLA website;

**Chargeable Damage** means Damage assessed as chargeable in accordance with paragraph 12;

**Damage** means any change in a Vehicle's condition;

**Compulsory Third Party Liability** means liability for Third Party Losses;

**Damage Evaluator** means the tool used for evaluating Damage to a Vehicle, a copy of which can be provided upon request;

**Damage Notification** means the notification sent by ERAC to Company confirming that there has been Damage to a Vehicle during the Service Term;

**Damage Recovery Unit** or **DRU** means ERAC's department responsible for handling Vehicle Damage;

**Delivery Document** means the delivery document, including any Schedules thereto, an Authorised Individual is required to sign upon collection or delivery of a Vehicle, by a third party on ERAC's behalf;

**Driver** means the employee, contractor, consultant or agent of Company who is to be the driver of a Vehicle, and at all times as strictly authorised by Company;

**ERAC's Privacy Policy** means our current Privacy Policy which can be accessed at any of the following website: [www.enterprise.co.uk](http://www.enterprise.co.uk).

**Excess Distance Charge** means the charge set out in the UK Flex-E-Rent Vehicle Supply Rates Schedule for exceeding any Individual Vehicle Distance Limit or the pro rata level of any Individual Vehicle Distance Limit at any time as the case may be;

**Fair Wear and Tear** means such Damage as is deemed acceptable under the BVRLA Guidelines for rentals commencing in the United Kingdom and Damage deemed as acceptable under the Damage Evaluator for rentals that commence in the Republic of Ireland ;

**Flex-E-Rent Services** means the rental of specialist commercial and accessible Vehicle solutions to Company by ERAC;

**HGV** shall mean a Vehicle which weighs 7.5 tonnes or more (or as the law requires from time to time);

**Individual Vehicle Distance Limit** means the distance limit in respect of any particular Vehicle over the period of time as set out in the Flex-E-Rent Vehicle Supply Services Order Form or Rental Agreement, as appropriate;

**LOU** means loss of use;

**Minimum Rental Term** means any minimum term of rental agreed by the parties in relation to a Vehicle as set out in the Rental Agreement or otherwise in writing;

**Off the Road** means a Vehicle is unable to be driven;

**Off Hire** means Company requires the Vehicle for a shorter time than that specified in the Reservation;

**Operator's Licence** means, for rentals commencing in the United Kingdom, a licence as required under the Goods Vehicles (Licensing of Operators) Act 1995 and any supplementary legislation or statutory instruments applicable from time to time, or for rentals commencing in the Republic of Ireland, as issued under the Road Traffic and Transport Act 2006, or as required or issued under any equivalent legislation in force in any jurisdiction in which Company operates the Vehicle;

**Rates** means the amount payable for the hire of the different classes of Vehicles as specified in the Flex-E-Rent Vehicle Supply Services Rates Schedule;

**Rental** means the rental of a Vehicle by Company from ERAC under this Rental Agreement;

**Rental Agreement** means ERAC's applicable rental agreement incorporating any Delivery Document, and including any Schedules thereto, entered into between ERAC and Company for the rental of the Vehicle(s) from ERAC;

**Rental Period** means in relation to a particular Service the term set out in the relevant Service Agreement;

**Rental Start Date** means the date ERAC delivers the Vehicle to Company's premises, or the date Company or Driver collects the Vehicle.

**Replacement Vehicle** means a Vehicle provided by ERAC to replace a Vehicle where that Vehicle is temporarily off the road.

**Reservation** means a reservation for a Vehicle by Company placed with ERAC via the form agreed with ERAC;

**Return Conditions** means the terms detailing the condition in which the Vehicle is to be returned, as specified in the Agreement;

**Service Agreement** means in relation to a particular Service the relevant Reservation and Rental Agreement;

**Service Term** means the period from delivery or collection of the Vehicle until the later of the expiry of the Rental Period, 8 business hours after the pre-arranged collection time, or the Vehicle's return inspection by ERAC;

**Third Party Losses** means any potential third party losses in relation to which, according to the law in force in any jurisdiction in which the Vehicle is operated, insurance must be in place before the Vehicle is operated as envisaged by the parties to the Rental Agreement

**Total Loss** means the condition of the Vehicle when the cost of repairing the Vehicle would exceed the value of the Vehicle following such repair, or in the opinion of the insurers is uneconomic to repair, or if the Vehicle shall be irreparably damaged, destroyed or lost from whatever cause;

**Vehicle** means a vehicle provided by ERAC to Company or a Driver in accordance with the terms of the Agreement; the form agreed with ERAC.

**Working Hours** means 8.30 am to 5.30 pm Monday to Friday and 9.30 am to 11.30 am Saturday except where such day is a bank holiday or other public holiday.

### 2. Outsource Partners

2.1. Company acknowledges and agrees that ERAC may use an outsource partner from time to time to fulfil its obligations under the Agreement.

Enterprise Rent-A-Car UK Limited. Co. No. 02946689. Registered Address: Enterprise House, Vicarage Road, Egham, Surrey TW20 9FB, UK.

Tel: 01784 221 300.

### 3. Vehicle Ordering

- 3.1. Reservation of a Vehicle by or on behalf of Company shall be conditional on the completion and submission to ERAC of a Reservation in the form agreed with ERAC.
- 3.2. No Reservation shall be binding until it has been confirmed in writing by ERAC (which may include confirmation via email).
- 3.3. Following confirmation of a Reservation, ERAC shall liaise with Company's nominated contact to arrange a delivery or collection date.
- 3.4. ERAC does not guarantee a particular model of Vehicle will be available. Vehicles are provided subject to availability.
- 3.5. If any particular Vehicle class ceases to be available within ERAC's rental fleet, ERAC shall be entitled to remove such Vehicle class from service by giving not less than 30 days' prior written notice to Company without any further liability to Company.

### 4. Start of Hire

- 4.1. The rental of a Vehicle shall start on the Rental Start Date and shall continue for the Service Term unless the rental is terminated in accordance with the terms of the Agreement.
- 4.2. If Company refuses to accept any Vehicle when delivery is made by ERAC for any reason other than non-compliance with the specifications expressly stated and confirmed in the Reservation, ERAC may terminate the Reservation with immediate effect without any liability to Company.
- 4.3. ERAC shall use its reasonable endeavours to have the Vehicles delivered or available for collection on the date requested by Company.
- 4.4. On Commencement of a rental:
  - 4.4.1. All Vehicles will be provided by or on behalf of ERAC in a roadworthy condition.
  - 4.4.2. The Authorised Individual taking delivery of or collecting a Vehicle on behalf of Company will be required to sign the Rental Agreement or Delivery Document on which any existing damage to the Vehicle other than Fair Wear and Tear will be recorded. It is the Authorised Individual's responsibility to ensure that all damage has been noted on the applicable Rental Agreement or Delivery Document and to keep a copy of this. Company will remain liable for the Vehicle and its condition in accordance with the Agreement whether or not such documentation is completed or signed. If no damage is recorded, the Vehicle will be deemed at the start of the Hire Term to have been in a new condition save for Fair Wear and Tear.

### 5. Delivery

- 5.1. ERAC shall deliver and collect Vehicles during Working Hours.
- 5.2. A delivery and collection charge will apply, as set out in the Rates.
- 5.3. Where Company fails to make an authorised person available for delivery or fails to make an authorised person along with a Vehicle available for collection at the start or the end of the Service Term, Company shall be charged an aborted delivery and/ or collection charge as set out in the Rates.
- 5.4. The Rental Agreement or Delivery Document shall specify the details of the Vehicle and include in particular the odometer reading on that Vehicle.
- 5.5. If any Vehicle is delivered to Company before the beginning of the Service Term, Company agrees that it shall hold, insure and otherwise deal with such Vehicle in all respects as if the rental had already started, save that Company shall not be liable to pay the Rates until the beginning of the Service Term.
- 5.6. By either signing the Rental Agreement or Delivery Document accepting each delivery, commencing use of a Vehicle or 4 hours following delivery (whichever is earliest), Company acknowledges that such Vehicle is fit for its purpose and is in good condition.

### 6. Duties of Company

- 6.1. Company warrants and undertakes to ensure that:
  - 6.2. An Authorised Individual is made available on delivery and collection of each Vehicle;
  - 6.3. the Rental Agreement and Delivery Document is signed on delivery of each Vehicle. Company shall remain liable for the Vehicle and its condition whether or not Rental Agreement or Delivery Document is completed or signed;
  - 6.4. all Drivers are at least 21 years of age and have a full and valid driving licence, which allows them to operate the class of Vehicle provided;
  - 6.5. it and each Driver shall look after the Vehicle ensuring it is locked and secure when not in use and that any security device fitted to the Vehicle is used at all applicable times;
  - 6.6. if a warning light displays on the dashboard, Driver must stop driving as soon as it is safe to do so and contact us for further advice.
  - 6.7. any Driver must remove all personal possessions from the Vehicle at the end of a reservation. ERAC does not accept any responsibility for any possessions that are left in a Vehicle.
- 6.8. where the Vehicle is a HGV, Company shall comply with its applicable obligations, for rentals commencing in the United Kingdom, under the Goods Vehicles (Licensing Of Operators) Act 1995 and the Road Traffic Act 2000 or for rentals commencing in the Republic of Ireland, under the Road Traffic and Transport Act 2006 and the Road Transport Act 2011 (as amended) and in particular ensure that:
  - 6.8.1. that it has a valid Operator's Licence in place permitting operation of the relevant Vehicle(s) and that Company is not currently the subject of or awaiting any decision of a public enquiry into its Operator's Licence and it is not aware of any reason why it may be called to a public enquiry in the foreseeable future. Company shall maintain such Operator's Licence and shall provide a copy of its Operator's Licence on demand and shall promptly notify ERAC of any changes to, revocation, suspension or termination of such licence.
  - 6.8.2. the Vehicle is only used with a valid Operator's Licence for the traffic area or area(s) in which the Vehicle is used;
  - 6.8.3. nothing is done to jeopardise the validity of the Operator's Licence including breaching the Operator's Licence;
  - 6.8.4. a copy of any request to attend a public enquiry in relation to the Operator's Licence is promptly forwarded to ERAC and the outcome of the enquiry is promptly notified to ERAC in writing including whether any action is being taken by the Traffic Commissioner (in the United Kingdom) or the Minister for Transport, Tourism and Sport (in Ireland) to vary, revoke, amend, suspend or curtail the Operator's Licence;
  - 6.8.5. the Operator's Licence is not surrendered without 14 days' written notice being given to ERAC;

- 6.9. ensure that the Vehicle is operated properly and safely by Company's authorised Drivers who at all times shall hold valid and current driving licences in the appropriate classes;
- 6.10. deliver and collect the Vehicle to and from any maintenance or repairing agent, and pay for the cost of moving any Vehicle to a repairing agent when it has become un-roadworthy;
- 6.11. pay for all fuel, materials, oil, grease and lubricants for the proper running of the Vehicle and ensure that sufficient anti-freeze of a recommended type is at all material times maintained in the Vehicle's radiator;
- 6.12. collect from and return to ERAC, or from and to such ERAC's branch as ERAC shall advise, any Replacement Vehicle made available to Company. Company shall return the Replacement Vehicle within 48 hours after Company has been informed by ERAC that the original Vehicle is ready for collection, failing which Company shall pay additional charges for the Replacement Vehicle at the rate reasonably determined by ERAC for the period during which the Replacement Vehicle is retained by Company;
- 6.13. take all necessary steps at its own expense to retain and recover possession and control of any Vehicle of which Company loses possession or control;
- 6.14. permit ERAC or its authorised representatives at all reasonable times and on reasonable notice to enter upon the premises where any Vehicle may from time to time be garaged or parked to inspect and test the condition of the Vehicle;
- 6.15. notify ERAC of any change to Company's address and, upon request by ERAC, promptly inform ERAC of the whereabouts of the Vehicle; and
- 6.16. without prejudice to the generality of the foregoing provisions not to use or permit the Vehicle to be used or operated in a manner contrary to any statutory provision or regulation or in any way contrary to law, having regard in particular to the regulations affecting maintenance and usage of tyres.

## 7. Payment

- 7.1. Company shall pay ERAC upon demand the applicable Rates for all Rentals and other amounts owed under this Rental Agreement, including without limitation where applicable, amounts arising from traffic violations, tolls, parking fines and fees, optional equipment, etc. ERAC may, from time to time, and upon notice to Company, offset any amounts that are owed to ERAC by Company against amounts owed by ERAC to Company.
- 7.2. Company shall pay all amounts due by Company in full without any set-off, restriction or condition unless required by law to make any deduction or withholding.
- 7.3. For amounts not paid by Company within thirty days after the date due, Company shall pay a rate of five percent over the European Central Bank Main Refinancing rate for the time being in force and compounded monthly, not to exceed the maximum rate allowable by law. Company shall raise invoice queries no later than 21 days from the date of the relevant invoice; failure to do so constitutes acceptance of such invoiced amounts

## 8. Use of the Vehicle

- 8.1. Company warrants, undertakes and represents that it shall not allow the Vehicle:
  - 8.1.1. to be driven in a reckless manner;
  - 8.1.2. to be driven by any other Driver who has not been first authorised by Company;
  - 8.1.3. to be used while any Driver is under the influence of alcohol, drugs, or any other substance impairing their consciousness or ability to react;
  - 8.1.4. for any illegal, wilful or deliberate purpose causing injury, loss or damage to property or person;
  - 8.1.5. to be used to smoke in. The use of e-cigarettes in Vehicle is also prohibited;
  - 8.1.6. in or on that part of any aerodrome, airfield, airport or military installation designed for the take-off, landing, taxiing or parking of aircraft and aerial devices, including any associated service roads, fuel supply areas, ground equipment parking areas, aprons, maintenance zones and hangars;
  - 8.1.7. for racing, pacemaking, testing the Vehicle's reliability and speed or teaching someone to drive;
  - 8.1.8. to propel or tow any other vehicle or a tow truck, except vehicles fitted with a trailer baller – subject to an additional charge;
  - 8.1.9. to be used for motor trade use;
  - 8.1.10. to be used for the transportation of explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature except as allowable under law to transport dangerous or noxious substances;
  - 8.1.11. to be overloaded with more passengers than seatbelts or to transport children without the legally required car seats;
  - 8.1.12. to be used for the carriage of loads in excess of the legal carrying capacity of the Vehicle, or distribute loads unevenly;
  - 8.1.13. exceed any of the manufacturer's recommendations in the use of a Vehicle;
  - 8.1.14. use a Vehicle, or permit its use in any manner which would infringe any statutory regulation or order relating to the driving and parking of the Vehicle or so as to cause danger to the public or persons in the Vehicle or risk damage to the Vehicle;
  - 8.1.15. carry in or on a Vehicle any goods, materials or produce which may damage the Vehicle or render it unfit to carry any other type of merchandise, or such other goods, materials or produce which may be hazardous or harmful to humans or other living beings;
  - 8.1.16. without the prior written consent of ERAC effect any mechanical or other modification to a Vehicle, make any alterations or additions, fit any towing equipment or other accessories or non-standard tyres. Any additions, alterations or modified parts which may be made or incorporated (whether with or without consent) shall become part of the Vehicle and shall belong to ERAC;
  - 8.1.17. remove or interfere with any identification marks or plates affixed to a Vehicle nor attempt or purport to do so nor permit the same without prior written consent of ERAC;
  - 8.1.18. deface the paintwork or bodywork of a Vehicle nor add or erect any painting, sign-writing, lettering or advertising to or on the Vehicle without the prior written consent of ERAC; and
  - 8.1.19. sell, assign, mortgage, let on hire or otherwise dispose of or part with possession of any Vehicle or part thereof or charge the benefit of the Agreement nor attempt or purport to do any of these things.
- 8.2. If Company or Driver continues to operate the Vehicle after the right to do so is terminated, ERAC reserves the right to notify the police that the Vehicle has been stolen.

- 8.3. During the Service Term Company shall keep the Vehicle and its accessories in its possession free from legal process or lien, and adequately and appropriately protected and secured.
- 8.4. Company shall use the Vehicle only for the purposes of its business and shall not use, or permit the Vehicle to be used for any purposes for which the Vehicle is not expressly designed.
- 8.5. Vehicles shall only be driven within the United Kingdom, for rentals commencing in the United Kingdom or Ireland (as applicable) unless otherwise authorised by ERAC. Any authorisation by ERAC may be subject to certain conditions and surcharges which will be invoiced to Company. If the Vehicle is operated outside the United Kingdom ERAC makes no representation that the Vehicle complies with traffic or vehicle regulations in any such country and Company hereby agrees that it is Company's responsibility to make sure that the Vehicle complies with the regulations of the country concerned.
- 8.6. ERAC may make changes to the Services from time to time as required to conform to any applicable safety or other statutory or regulatory requirements.

## 9. Property, Risk and Insurance

- 9.1. Title in the Vehicles remains at all times with ERAC and shall at no time pass to Company or the Drivers by virtue of the Agreement.
- 9.2. Risk in the Vehicle shall pass to Company from the Rental Start Date until the end of the Service Term. Company accepts all liability in relation to all risk in the Vehicles during each Service Term.
- 9.3. Company shall, prior to the Rental Start Date, obtain insurance to cover any Damage and Compulsory Third Party Liability. Company shall reimburse ERAC in respect of any such Damage. Company shall maintain such insurance in full force and effect for the Rental Term, and shall ensure that such insurance is primary to any policy of insurance purchased by ERAC and contains a waiver of subrogation clause to ensure no right of subrogation against, and no policy purchased by ERAC will be called upon in contribution for any liability accepted by Company under or in relation to this Agreement.
- 9.4. Company grants its authorisation for ERAC or its insurance provider or broker to verify Company's insurance referred to in paragraph 8.2 above and Company shall disclose any information ERAC may request to verify insurance coverage or matters in connection with such insurance coverage. Company shall annually, within 30 days of policy renewal, provide ERAC with a copy of the policy of insurance, the premium receipts and insurance certificate and shall procure that its insurance provider notify ERAC in writing should Company fail to pay any premium in respect of the insurance.
- 9.5. In all cases, Company shall reimburse in respect of all claims and demands against, and all losses, expenses and liabilities of, ERAC, its Affiliates, Franchisees, and its and their respective insurers, arising out of or in connection with the Rental or use of (whether authorised or not), Vehicle during the Service Term.

## 10. Termination of Hire

- 10.1. Where no Minimum Rental Term is specified for a Vehicle, Company may at any time off hire the Vehicle provided that it provides ERAC at least 5 Working Days' notice. This applies even if Company physically returns the Vehicle to ERAC. On receipt of this notification, ERAC will provide Company with an Off Hire reference which must be used to raise any future queries in relation to the Vehicle which has been Off Hired.
- 10.2. Where a Minimum Rental Term is specified for a Vehicle, Company may only off hire a Vehicle if it pays the specified early termination charge, or, if none is specified, all Rates for the remainder of the original Minimum Rental Term.
- 10.3. On termination of the Hire Term, Company will be liable for ERAC's cost in returning the Vehicle to its original specification.
- 10.4. Company will remain liable for all charges relating to the Vehicle has had been Off Hired until the earlier of:
  - 10.4.1. 3 working days after the Off Hire reference has been received from ERAC; or
  - 10.4.2. the Vehicle being assessed for Chargeable Damage.
- 10.5. Where Company terminates any Hire Term, it must (in addition to any other charges set out in the Agreement) pay:
  - 10.5.1. all rental charges up to the date of such termination;
  - 10.5.2. any outstanding balance in respect of charges for up fitting and livery;
  - 10.5.3. for any Chargeable Damage; and
  - 10.5.4. daily LOU if the Vehicle requires repair or unscheduled maintenance until the Vehicle is no longer Off the Road, subject to a maximum of 14 days' LOU.
- 10.6. ERAC may on 30 days' notice terminate without cause any Hire Term, in which case Company must pay:
  - 10.6.1. all rental charges up to the date of such termination;
  - 10.6.2. any outstanding balance in respect of charges for up fitting and livery, provided such amounts are due and payable at the date of such termination. For the avoidance of doubt if charges for up fitting and livery were invoiced in instalments, ERAC will not be entitled to be paid those instalments which are due after the date of termination;
  - 10.6.3. for any Chargeable Damage; and
  - 10.6.4. daily LOU if the Vehicle requires repair or unscheduled maintenance until the Vehicle is no longer Off the Road, subject to a maximum of 14 days' LOU.

## 11. Vehicle Off-Hire

- 11.1. Company shall return the Vehicle and its accessories to ERAC in the condition required by the Return Conditions or in the same original condition as supplied to Company, subject to Fair Wear and Tear.
- 11.2. The Vehicle shall, if required by ERAC, be returned to the place from where the Vehicle was obtained (or to such ERAC's depot as may be notified in writing by ERAC from time to time) at or before the end of the Service Term or such later date as may be notified by ERAC.
- 11.3. On Return of the Vehicle:
  - 11.3.1. On return of a Vehicle following Off Hire, the Vehicle's condition will be assessed for Chargeable Damage:
    - 11.3.1.1. by use of the Damage Evaluator where Company have been responsible for the Vehicle for 12 months or less; or

11.3.1.2. by use of the Damage Evaluator and according to the BVRLA Guidelines if Company have been responsible for the Vehicle for more than 12 months.

11.3.2. Chargeable Damage will be charged to Company at ERAC's discretion.

## 12. Damage to the Vehicle

12.1. Company shall:

- 12.1.1. report any accident, theft or loss of a Vehicle to ERAC's applicable branch immediately;
- 12.1.2. not admit responsibility for any accident;
- 12.1.3. provide ERAC with all relevant details of the circumstances of the incident, including details of all involved third parties (including names, registrations numbers, contact numbers and insurance details), witnesses, and police; and
- 12.1.4. provide all necessary assistance to and fully cooperate with ERAC and the relevant insurers in matters arising from any incident, including providing ERAC and the relevant insurers with any documents or legal proceedings which it receives.

12.2. Company shall ensure that an authorised individual is present on delivery or collection of a Vehicle at the commencement of the Service Term to verify the condition of a Vehicle. If Company fails to ensure that an authorised individual is present on delivery or collection of a Vehicle, any pre-existing Damage to the Vehicle identified by Company shall be communicated to ERAC within 1 hour of delivery or collection, and in any event prior to use of the Vehicle. If the Vehicle is delivered outside of Working Hours, then Company shall communicate any pre-existing Damage to ERAC by 9.00 am on the next Working Day. If Company fails to do so it shall be deemed to have accepted the condition as verified by ERAC.

12.3. Save with ERAC's prior written consent, Company shall not repair, have repaired or attempt to repair or have repaired any Vehicle (including the replacement of any tyres). Company shall indemnify Enterprise against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses suffered or incurred by Enterprise arising out of or in connection with breach of this paragraph 12.3.

12.4. Company shall ensure that an authorised individual is present during the receipt or collection of a Vehicle by ERAC at the end of the Service Term.

12.5. At the end of each Service Term or otherwise in the event of Damage to a Vehicle, ERAC shall inspect the Vehicle for any Damage using:

- 12.5.1. ERAC's Damage Evaluator where Company has been responsible for a Vehicle for twelve months or less; and
- 12.5.2. ERAC's Damage Evaluator and BVRLA Guidelines where Company has been responsible for a Vehicle for over twelve months,

12.6. Where Damage to a Vehicle is found, Company's authorised individual shall sign a form to acknowledge a change of condition to the Vehicle. ERAC shall write a claim for any Chargeable Damage found on a Vehicle, including in instances where Company fails to ensure that an authorised individual is present.

12.7. Where Damage to a Vehicle has occurred during the Service Term, ERAC will send a Damage Notification to Company.

12.8. On receipt of a Damage Notification, if Company has reasonable grounds to dispute such Damage, Company shall submit details of the dispute to ERAC in writing within 30 days of the date of the Damage Notification. On receipt of such details, ERAC shall provide a written response to Company and ERAC and Company shall work together to reach a resolution.

12.9. If no resolution is reached between the parties within a reasonable period of time, ERAC shall be entitled to refer the matter in accordance with the terms of the Agreement.

12.10. If no dispute is raised in accordance with paragraph 12.8 the Damage Notification shall be deemed accepted by Company.

## 13. Total Loss

13.1. ERAC reserves the right to categorise a total loss on the Motor Insurance Anti-Fraud and Theft Register.

13.2. In the event of a total loss, Company will be charged the following:

- 13.2.1. the market value of the Vehicle LESS salvage value; and
- 13.2.2. LOU until the final settlement figure is agreed, subject to a maximum of 14 days' LOU.

## 14. Windscreens

14.1. Windscreen repairs or replacements must only be carried out through ERAC, and under no circumstances be carried out by Company or a third party not authorised by ERAC.

14.2. Damaged windscreens will be replaced or repaired as set out in the Rates.

## 15. Tyres

15.1. It is Company's responsibility to ensure that the tread depth of each tyre on a Vehicle is checked regularly. Tyres must be replaced when tread levels reach 3mm.

15.2. Tyres which have been properly maintained but require replacement due to general wear and tear will be replaced by ERAC without charge.

15.3. Subject to paragraph 15.4 of this Schedule, repair or replacement of punctured or damaged tyres will be charged to Company as set out in the Rates.

15.4. Where available, ERAC will endeavour to use a mobile service supplier for which Company will be charged as set out in Rates.

15.5. Where Company arranges tyre repair or replacement, Company must use one of ERAC's approved tyre suppliers, namely:

- 15.5.1. Kwik Fit;
- 15.5.2. National Tyres;
- 15.5.3. ATS; or
- 15.5.4. as otherwise notified by ERAC.

15.6. ERAC may consider betterment on some damaged tyres as set out in the Rates.

## 16. Servicing and Scheduled Maintenance

16.1. Servicing and scheduled maintenance must only be carried out through ERAC, and should under no circumstances be carried out by Company or any third party not authorised by ERAC.

Enterprise Rent-A-Car UK Limited. Co. No. 02946689. Registered Address: Enterprise House, Vicarage Road, Egham, Surrey TW20 9FB, UK.

Tel: 01784 221 300.

- 16.2. In respect of the condition and maintenance of the Vehicle, Company shall be solely responsible at its own cost for:
- 16.2.1. delivering the Vehicle to ERAC at such times as are necessary to comply with the manufacturer's recommendations, and, in the case of HGVs, at the agreed periodic intervals for inspection;
  - 16.2.2. regularly checking and maintaining correct tyre pressures, wheel nuts, torques and lights;
  - 16.2.3. regularly checking and adjusting as necessary engine oil levels, battery fluid levels, screen wash levels, coolant levels and automatic transmission oil levels (as appropriate);
  - 16.2.4. regularly cleaning the exterior, interior and upholstery of the Vehicle; and
  - 16.2.5. promptly reporting Damage (subject to inspection by ERAC).
- 16.3. Company shall make the Vehicle available to ERAC for the purpose of arranging an MOT, CVRT or other required annual test prior to the date on which a Vehicle test certificate is first required or (as the case may be) on or before the expiry date of the last such certificate.
- 16.4. Provided that Company is not in breach of any of its obligations in the Agreement, ERAC shall obtain and pay for the vehicle excise licence and pay for any MOT, CVRT or other annual test certificate for the Vehicle.
- 16.5. Provided that Company is not in breach of any of its obligations to ERAC in the Agreement, ERAC shall carry out or procure at its own cost:
- 16.5.1. the agreed scheduled service and maintenance of the Vehicle. Company shall not carry out servicing or scheduled maintenance other than through ERAC. All Vehicles are required to be serviced as and when indicated on the dash board of the Vehicle or in line with the manufacturer's timeframes as indicated in the Vehicle handbook. It is Company's responsibility to contact ERAC when a Vehicle requires routine maintenance or servicing in accordance with the Agreement. ERAC shall advise Company of the appointment details and location of such maintenance or servicing which, dependent on location, ERAC shall endeavour to provide on-site. If the Vehicle is not made available for such appointment Company shall be liable for ERAC's costs;
  - 16.5.2. the scheduled periodic agreed inspections of the Vehicle. Company shall at all times maintain the Vehicles in a road worthy condition. This should be done by carrying out routine daily checks and alerting ERAC immediately of any defects or problems that may arise;
  - 16.5.3. all repairs and replacements to the Vehicle necessary as a result of Fair Wear and Tear which are:
    - 16.5.3.1. caused by mechanical breakdown; or
    - 16.5.3.2. may be required during the course of regular service and maintenance; and
    - 16.5.3.3. occur on the United Kingdom mainland.
- 16.6. In certain circumstances, at its sole discretion ERAC may allow Company to arrange any particular repairs or replacements to a Vehicle. Where a repair or replacement to a Vehicle is carried out pursuant to this paragraph 16.6, Company shall on each occasion provide full details of any such repairs or replacements to ERAC in writing no later than 7 days following completion of the relevant repair or replacement. Company acknowledges and agrees that it shall be responsible and liable for all costs, losses and liabilities arising from or in connection with any poor repair or replacement carried out to a Vehicle.
- 16.7. If there is a change in legislation or use of the Vehicles by Company which requires a more frequent inspection regime or alteration to the maintenance or other services to be provided to Company, ERAC shall notify Company as soon as practicable of the variation to the Rates and such variation shall take effect 30 days from such notice. ERAC shall not in any circumstances be obliged to meet the costs of servicing or repairing any accessories fitted to the Vehicle after delivery (and Company agrees only to fit such accessories with the prior written consent of ERAC). Where failure to maintain such accessories might adversely affect the condition of the Vehicle (which expression shall in this context exclude the accessories themselves), Company, at its own cost, shall arrange for regular maintenance of, and any necessary repairs to, such accessories.
- 16.8. All agreed reimbursements to be made by ERAC for any replacement tyre installed whilst the Vehicle was outside the United Kingdom shall be subject to receipt by ERAC of the original receipted invoices (as evidence that the work has been carried out) and, where relevant, either receipt of certified copy records or the return of the original tyre casing to ERAC's depot. ERAC shall reimburse to Company a sum no greater than the equivalent cost of a replacement tyre if the replacement had been carried out in the United Kingdom.
- 16.9. If the Vehicle suffers a mechanical breakdown due to Fair Wear and Tear while outside the United Kingdom mainland, ERAC shall, subject to having given prior written consent to Company for the necessary repairs and receiving original receipted invoices, reimburse to Company a sum equal to the equivalent cost of repairs had the repairs been carried out in the United Kingdom mainland. ERAC shall not be liable for any other costs incurred by Company in such circumstances, including the replacement of the Vehicle and the recovery of the Vehicle to the United Kingdom mainland or loss of any goods.
- 16.10. If a Vehicle suffers damage as a result of any breach of this paragraph 16, Company shall indemnify Enterprise against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses suffered or incurred by Enterprise arising out of or in connection with such breach by Company plus an administrative charge as set out in Rates.

## 17. Fuel

- 17.1. At the commencement of the Service Term fuel levels shall be noted in the Delivery Document (as appropriate). A re-fuelling service charge which will be set out on the Rates if you did not return the Vehicle to Enterprise with the same level of fuel as at the start of the Rental Period (such level as indicated on the Rental Agreement Summary) unless an optional fuel product was purchased at the start of the Rental Period. Company shall not receive a refund if the Vehicle is returned with more fuel than when you received it;.

## 18. Theft

- 18.1. If a Vehicle is stolen, Company shall immediately (a) report the Vehicle as stolen and obtain a crime reference number, and (b) notify ERAC and Company's insurance provider of the theft and provide details of the crime reference number.
- 18.2. Company shall immediately return to ERAC any remaining keys to a stolen Vehicle.

## 19. Traffic Violations

- 19.1. Company shall be solely responsible for the payment of all costs and fines relating to traffic offences and/or violations (including speeding, parking, and bus lane and congestion charges) incurred whilst a Vehicle is in its possession, whether incurred in the United Kingdom or overseas.
- 19.2. Company shall indemnify and keep indemnified Enterprise against any losses, liabilities, costs and expenses (including any associated legal fees, costs and expenses reasonably incurred in connection with such losses, liabilities, costs and expenses) which Enterprise suffers or incurs as a result of a traffic offence and/ or violation committed by or on behalf of Company and involving a Vehicle in its possession, whether incurred in the United Kingdom or overseas.
- 19.3. Company also agrees to pay an administrative charge for each traffic offence and/or violation handled by ERAC, as set out in the Rates.

## 20. Overseas Travel

- 20.1. Subject to ERAC's prior written approval, and any other conditions it imposes, Vehicles may be taken overseas.

## 21. Breakdown Assistance

- 21.1. If a fault with the Vehicle becomes apparent, Company shall ensure that use of the Vehicle ceases immediately and Company shall request breakdown assistance.
- 21.2. Should a breakdown occur in the United Kingdom Breakdown assistance must only be obtained through ERAC.
- 21.3. ERAC provides 24/7 breakdown assistance through its breakdown service partner. Breakdown assistance is free of charge provided that:
- 21.3.1. the breakdown has been caused by mechanical failure;
  - 21.3.2. the Vehicle is under manufacturer's warranty;
  - 21.3.3. the Vehicle has been serviced and maintained in accordance with the Agreement;
  - 21.3.4. the breakdown is not the result of accident, malicious intent or Driver fault; and
  - 21.3.5. Company is not otherwise in breach of any of the terms of the Agreement.
- If these requirements are not met, the charges set out in the Rates shall be payable by Company to ERAC.
- 21.4. Unless ERAC agrees otherwise, ERAC shall be under no obligation to replace the whole or any part of the Vehicle nor be liable for any loss, including loss of earnings or profits, suffered by Company if the Vehicle is or becomes Off the Road, and Company shall not be entitled to any remission of Rates or any other sum payable in respect of any period during which the Vehicle or any part are Off the Road.
- 21.5. Subject as set out in the Agreement, breakdown assistance includes:
- 21.5.1. trans-shipment of loads; and
  - 21.5.2. recovery to an appropriate approved repairer.
- 21.6. Where breakdown assistance is provided free of charge and the remains Off the Road, a Replacement Vehicle may be provided in accordance with paragraph 22.

## 22. Replacement Vehicle

- 22.1. Where a Vehicle is Off the Road, a Replacement Vehicle may be provided on request. Company accepts that Replacement Vehicles may not be of the same specification as the Vehicle which is Off the Road.
- 22.2. Company shall be responsible for ensuring that the Replacement Vehicle is fully insured in accordance with the requirements of the Agreement.
- 22.3. Where a Replacement Vehicle is provided, Company shall continue to pay the Price relating to the Off the Road Vehicle. Company shall not be charged for the Replacement Vehicle whilst the original Vehicle remains Off the Road.
- 22.4. Any Replacement Vehicle supplied pursuant to paragraph 22.1 shall be treated as an original Vehicle for the purposes of the Agreement and the Rental Agreement.
- 22.5. Where Company has not elected to pay Replacement Vehicle cover, it shall have no entitlement to a Replacement Vehicle and shall continue to pay the Price during the period in which the Vehicle is Off the Road.

## 23. Loss of Use (LOU)

- 23.1. Where a Replacement Vehicle is provided, Company will continue to pay all charges relating to the Vehicle which is Off the Road and LOU may be payable. Company will not be charged for the Replacement Vehicle whilst the original Vehicle remains Off the Road.
- 23.2. Subject to paragraph 23.1 of this Schedule, LOU will be charged for the period during which a Vehicle is Off the Road as a result of a chargeable repair or maintenance as set out in the Agreement.
- 23.3. The daily LOU charges are set out in the Rates. Where a Replacement Vehicle is provided, one day's LOU will be payable for each day (or part thereof) the Vehicle is Off the Road.

## 24. Mileage

- 24.1. Company acknowledges and agrees that the Rates have been agreed based upon the Individual Vehicle Distance Limits. Where the actual distance travelled by a Vehicle at any time exceeds the Individual Vehicle Distance Limit (or the pro rata amount of the Individual Vehicle Distance Limit as the case may be) then Company shall pay the Excess Distance Charge. Any miles travelled by a Replacement Vehicle for the Vehicle shall be included in determining whether the Vehicle has exceeded the Individual Vehicle Distance Limit (or the pro rata amount of the Individual Vehicle Distance Limit as the case may be). Where any Rental Agreement is terminated early, the Individual Vehicle Distance Limit shall be reduced proportionately for each month of the unexpired term.
- 24.2. Company shall not receive any credit or rebate following expiry or earlier termination of the Agreement or any Rental Agreement for having used less than the full Individual Vehicle Distance Limit for any Vehicle.
- 24.3. Company shall report accurate odometer mileage readings to ERAC's relevant branch for each Vehicle on each anniversary of the Rental Start Date (and on the date of termination or expiry of the Service Term), which reading ERAC shall be entitled to verify, or obtain for itself, from time to time by inspection of the Vehicle(s).

- 24.4. An appropriate method of reporting shall be agreed between ERAC and Company. Company shall ensure that all Drivers are aware of the obligation to report the mileage to Company.
- 24.5. If Company fails to report accurate odometer mileage in a timely manner, it shall be responsible for any costs associated with the non-warranty service or any repair issues.
- 24.6. If the odometer on any Vehicle ceases to function properly or if ERAC's or the during manufacturer's seals on the odometer of any Vehicle is or has been interfered with, ERAC shall be entitled to estimate the distance travelled by that Vehicle for the period for which the odometer has failed to function properly. If the odometer of the Vehicle shall fail Company shall immediately deliver the Vehicle to Company for repair and shall inform Company of the dates upon which the odometer was not working.

## 25. Data Protection Notice

- 25.1. Company acknowledges and shall ensure that all Drivers are made aware of the contents of this clause 25.
- 25.2. ERAC, as data controller, will use any Driver's personal data collected in connection with the Rental or any related agreement or service, and disclose it, in accordance with applicable data protection laws and for the purposes described in and in accordance with ERAC's current Privacy Policy which can be accessed at the following website, [www.enterprise.co.uk](http://www.enterprise.co.uk) for Rentals originating in the UK and [www.enterprise.ie](http://www.enterprise.ie) for Rentals originating in Ireland.
- 25.3. Company confirms and confirms on behalf of all Drivers their acknowledgement and understanding of details provided in relation to the use of Personal Data the use of Telematics Systems in a Vehicle described under ERAC's current Privacy Policy.
- 25.4. Company shall indemnify Supplier against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses suffered or incurred by Supplier arising out of or in connection with a failure of the Buyer to fulfil its obligations under 25.1 to 25.3.

## 26. Rates and Additional Charges

- 26.1. Where it is necessary to cancel a Reservation, Company shall provide a minimum of 2 hours' notice to ERAC before the Service Term is scheduled to commence. ERAC shall have the right to enforce any abortive charges set out in the Rates for failure to comply with this requirement.
- 26.2. Where Company requires a Vehicle is provided outside of Working Hours, any out of hours charges set out in the Rates shall apply.
- 26.3. Company agrees to pay the cost for the replacement of any keys lost during any Service Term in addition to an administrative charge.
- 26.4. Company agrees reasonable cleaning where it fails to return the Vehicle in a good condition and such charge shall be the additional cost to ERAC reasonably incurred as a result of such failure
- 26.5. Company expressly acknowledges that ERAC shall be entitled to vary the Rates or additional charges:
- 26.5.1. from time to time to incorporate any movements in vehicle excise duties or any relevant charges imposed by legislation or HM Revenue and Customs; and
- 26.5.2. annually, to take effect from the anniversary of the Effective Date of the Mater |Services Agreement., in each case upon 30 days' written notice from ERAC.
- 26.6. If any Vehicle is not made available to ERAC for collection or otherwise returned to ERAC within 14 days of the end of the Service Term or otherwise following termination of the Rental Agreement or the Agreement, then ERAC shall be entitled to levy a charge to Company for an amount equal to the market value of the Vehicle. This shall not preclude ERAC from continuing to seek to recover the Vehicle and from charging the Price in accordance with this paragraph 25.1.