

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

Where Company obtains specialist commercial and accessible Vehicle rental solutions (“**Flex-E-Rent Services**”) from either Enterprise Rent-A-Car UK Limited, where the Rental commences in the United Kingdom, or ERAC Ireland Limited, where the Rental commences in the Republic of Ireland, (each referred to as “**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 loss of a Vehicle or 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 Rental Period;

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.

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 ;

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 a Rental Agreement;

Rental Agreement means ERAC’s applicable rental agreement incorporating the Reservation, Delivery Document, these Terms and Conditions (including any Schedules thereto) and which is entered into between ERAC and Company for a Rental;

Rental Period means, in relation to a particular Rental, the total period of the Rental, as may be extended by prior agreement of ERAC, beginning from the Rental Start Date and ending on the later of: (i) the date set out in the relevant Rental Agreement; and (ii) the date ERAC collects the Vehicle from Company’s premises, or Company/Driver delivers the Vehicle to ERAC’s designated location (whichever is applicable);

Rental Start Date means the earlier of (i) the date ERAC delivers the Vehicle to Company’s premises, or Company/Driver collects the Vehicle from ERAC’s designated location (whichever is applicable); or (ii) the date stated in the Rental Agreement.

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 clause 11 of these Terms & Conditions or otherwise 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;

Working Day means a day between Monday and Friday which is not a bank holiday or public holiday in the United Kingdom;

Working Hours means 8.30 am to 5.30 pm Monday to Friday except where such day is a bank holiday or other public holiday in the United Kingdom.

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.

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 or specification 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.
- 3.6. Any fire extinguishers or first aid kits ordered with the Vehicle are provided on an initial supply basis only. All periodic inspections and replacements required are the responsibility of the Company.

4. Start of Hire

- 4.1. The Rental shall start on the Rental Start Date and shall continue for the Rental Period unless the Rental is terminated in accordance with the terms of the Rental 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 and agreed in the Reservation.
- 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. all Vehicles shall comply with the direct vision standard (DVS) as applies at the Rental Start Date, any changes required to the Vehicle to account for any changes to the DVS following the Rental Start Date shall be at the Company's cost;
 - 4.4.3. The Authorised Individual taking delivery of or collecting a Vehicle on behalf of the 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. Company will remain liable for the Vehicle and its condition, in accordance with the Rental Agreement, whether or not such documentation is completed or signed. If no damage is recorded, the Vehicle will be deemed to have been in a new condition save for Fair Wear and Tear at the Rental Start Date.

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 Rental Period, 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 Rental Period, 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 Rental Period.
- 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 roadworthy and accepts the condition of the Vehicle.

6. Duties of Company

- 6.1. Company shall ensure that:
 - 6.1.1. an Authorised Individual is made available on delivery and collection of each Vehicle;
 - 6.1.2. 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 the Rental Agreement and/or Delivery Document is completed or signed;
 - 6.1.3. 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;
 - 6.1.4. 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;
 - 6.1.5. if a warning light displays on the dashboard, Driver must stop driving as soon as it is safe to do so and contact ERAC for further advice.
 - 6.1.6. any Driver must remove all personal possessions from the Vehicle at the end of a Rental. ERAC does not accept any responsibility for any possessions that are left in a Vehicle.
 - 6.1.7. it has in place all operating or usage licences, consents or permissions necessary for the country in which it is being used. The Company shall be liable for any costs incurred by ERAC (e.g. in recovering an impounded Vehicle) where the Company does not have the correct licence, consent or permission.
 - 6.1.8. the Company shall comply with all 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:
 - 6.1.8.1. 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 comply with all the obligations and statutory requirements associated with its Operator's Licence. Company 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.
 - 6.1.8.2. the Vehicle is only used with a valid Operator's Licence for the traffic area or area(s) in which the Vehicle is used;
 - 6.1.8.3. nothing is done to jeopardise the validity of the Operator's Licence including breaching the Operator's Licence;
 - 6.1.8.4. 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;
 - 6.1.8.5. the Operator's Licence is not surrendered without 14 days' written notice being given to ERAC;
 - 6.1.9. where the Vehicle is a Public Services Vehicle, the Company shall comply with the applicable obligations in the Public Passengers Vehicles Act 1981 and Public Service Vehicles Regulations 1990, as amended in 2015, or, such other equivalent legislation as applicable in a jurisdiction in which the Vehicle is used, namely:
 - 6.1.9.1. having a valid PSV licence;
 - 6.1.9.2. possessing the necessary vehicle certifications;
 - 6.1.9.3. completion of statutory vehicle testing, as required; and
 - 6.1.9.4. compliance with vehicle accessibility requirements.
 - 6.1.10. only the correct type of fuel is used in the Vehicle and it shall at all times follow the Vehicle manufacturer's recommendations regarding fuel, fuel blends, additives (such as Adblue) and lubricants. The use of Red (rebated) diesel fuel is not permitted without the prior written consent of ERAC. Any call-out to attend a Vehicle that is shown to be due to the failure to comply with such manufacturer's recommendation or result from incorrect fuel will be charged to the Company.
 - 6.1.11. where the Vehicle is electric the Company shall ensure that the correct method of charging is used. Any call-out to

- attend a Vehicle that is shown to be due to the failure to charge or result from incorrect charging procedures will be charged to the Company;
- 6.1.12. 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;
 - 6.1.13. the Vehicle and ancillary equipment is used in accordance with any work instructions and operating manuals;
 - 6.1.14. the Vehicle is operated legally;
 - 6.1.15. the Company follows environmental laws including related to waste disposal and holds any necessary waste transfer licences required;
 - 6.1.16. it shall deliver and collect the Vehicle to and from any maintenance, or repairing agent, in a clean condition and free of all load and pay for the cost of moving any Vehicle to a repairing agent when it has become un-roadworthy;
 - 6.1.17. pay ERAC's costs incurred in unloading and/or disposal of any load which has not been removed from the Vehicle prior to the Vehicle being delivered to, or collected from, ERAC, for servicing. ERAC accepts no liability for any load that has not been removed and may require the Company to recover the Vehicle and re-book the Servicing (and all associated costs) to facilitate the removal of any load before ERAC carries out any servicing;
 - 6.1.18. it shall 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;
 - 6.1.19. it shall wash down and clean any winter maintenance Vehicle, in accordance with manufacturer guidance, to avoid any deterioration of the bodywork. If, due to failure to wash down the Vehicle on a regular basis, damage is caused to the Vehicle, which requires remedial work, the Company will be recharged for the remedial works;
 - 6.1.20. 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;
 - 6.1.21. 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 and/or permit ERAC to take such steps, as ERAC requires, to recover possession and control of any Vehicle;
 - 6.1.22. 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;
 - 6.1.23. notify ERAC of any change to Company's address and, upon request by ERAC, promptly inform ERAC of the whereabouts of the Vehicle; and 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;
 - 6.1.24. inspect and, where necessary, replace any fire extinguishers or first aid kits provided with a Vehicle
 - 6.1.25. it shall be responsible for the replacement of any consumables attached to a Vehicle (such as brushes on a sweeper), at the Company's own cost
 - 6.1.26. notify ERAC if the Vehicle is being used outside of the mainland United Kingdom in the case of a Rental originating in the United Kingdom or outside of the Republic or Ireland for Rentals originating in the Republic of Ireland (including where it is being used cross border between Northern Ireland and the Republic of Ireland or for Rentals originating in the United Kingdom when being used in Northern Ireland). The Company shall be liable for any costs ERAC incurs due to the Company's failure to notify ERAC in accordance with this clause 6.1.26.

7. Payment

- 7.1. Company shall pay ERAC upon demand the applicable Rates for all Rentals, ERAC's charges in respect of Chargeable Damage 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. The Company shall be liable for payment notwithstanding the Company's use of the Vehicle. The Company shall not be entitled to any credits for periods of non-use/inactivity.
- 7.3. 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.
- 7.4. For amounts not paid by Company within thirty days after the date due, Company shall pay a rate of five percent over the Bank of England base rate (LIBOR) 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 cause or allow:
 - 8.1.1. the Vehicle to be driven in a reckless manner;
 - 8.1.2. the Vehicle to be driven by any other Driver who has not been first authorised by Company;
 - 8.1.3. the Vehicle 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. the Vehicle for any illegal, wilful or deliberate purpose causing injury, loss or damage to property or person;
 - 8.1.5. a Driver and/or all passengers to not smoke in the Vehicles. The use of e-cigarettes in Vehicle is also prohibited;
 - 8.1.6. the Vehicle to be used 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 ("Airfield Use");
 - 8.1.7. the Vehicle to be used for racing, pacemaking, testing the Vehicle's reliability and speed or teaching someone to drive;
 - 8.1.8. the Vehicle to be used to propel or tow any other vehicle or a tow truck, except vehicles fitted with a trailer ball – subject to an additional charge;
 - 8.1.9. the Vehicle to be used for motor trade use;
 - 8.1.10. the Vehicle 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. the Vehicle to be overloaded with more passengers than seatbelts or to transport children without the legally required car seats;
 - 8.1.12. the Vehicle 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. the Vehicle to be used in a manner that exceeds any of the manufacturer's recommendations in the use of a Vehicle;
 - 8.1.14. the use of incorrect fuel or any fuel, fuel blends, additives (such as Adblue), lubricants or form of battery charging (if electric or hybrid), that is contrary to the manufacturer's recommendations or would otherwise invalidate such manufacturer's warranty.
 - 8.1.15. Red (rebated) diesel fuel to be used without the prior written consent of ERAC.
 - 8.1.16. the Vehicle to be used 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;
 - 8.1.17. the Vehicle to be used to 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;
 - 8.1.18. the Vehicle, without the prior written consent of ERAC, to be repaired, altered, added to or adapted or for any mechanical or other modification to the Vehicle to be made (including but not limited to the fitting of 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;
 - 8.1.19. the removal or interference 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;
 - 8.1.20. the paintwork or bodywork of a Vehicle to be defaced, nor add or erect any painting, sign-writing, lettering or advertising to be added to or on the Vehicle without the prior written consent of ERAC; and
 - 8.1.21. the Company or any other person to 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. If the Company wishes to use the Vehicle for the carriage of hazardous goods or materials, it shall obtain prior written consent from ERAC and ensure it obtains and maintains an appropriate valid licence for the carriage of such goods or materials for the remaining duration of the Rental Period (or such shorter period as is agreed in writing with ERAC) and shall be responsible for all additional safety measures necessary or reasonably required for the protection of the Vehicle, its occupants and third parties (including but not limited to the fitting of any required hazard warning plate). Consent shall not be granted unless the Vehicle is of an appropriate specification for the goods or materials in transit. Any authorisation by ERAC may be subject to certain conditions and surcharges which will be invoiced to Company. ERAC may require an additional charge at off-hire in respect of valeting, specialist cleaning and/or and decontamination of the Vehicle.
- 8.4. During the Rental Period, the Company shall keep the Vehicle and its accessories in its possession free from legal

process or lien, and adequately and appropriately protected and secured.

- 8.5. 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.
- 8.6. Vehicles shall only be driven within the United Kingdom or Ireland, 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 and Ireland, 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.
- 8.7. ERAC may make changes to the Flex-E-Rent 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.
- 9.2. Risk in the Vehicle shall pass to Company from the Rental Start Date until the end of the Rental Period. Company accepts all liability in relation to all risk in the Vehicles during each Rental Period.
- 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 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 9.3 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 Rental Period.
- 9.6. Where ERAC permits, in writing, that a Vehicle(s) may be used for Airfield Use then that said Airfield Use shall not be considered a so-called "prohibited use" of a Vehicle for the purposes of clause 8.1.6 and the Parties hereby agree that:
 - a) ERAC will not provide any third party liability coverage with respect to any Vehicle during such Airfield Use.
 - b) Company shall insure the Vehicle against third party liability during such Airfield Use, and shall provide evidence in the form of a letter (or similar) from its broker or insurer confirming such Vehicle(s) have such coverage.
 - c) Company shall provide evidence of the renewal of such policy, meeting the requirements of paragraph 9.6(b), prior to the expiration of the current insurance policy; and
 - d) Company shall indemnify ERAC without limitation and 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 such Airfield Use (whether authorised or not), of any Vehicle during the Rental Period.

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. If the Company returns the Vehicle before the intended date of Off-Hire, it shall pay the Rate for the actual Rental Period, which may differ from the per day charge applicable to the original intended period of hire. 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 Rental, 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 Rental, 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 Rental, 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 ERAC branch from where the Vehicle was obtained (or to such other ERAC's branch as may be notified in writing by ERAC from time to time) at or before the end of the Rental Period or such other 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 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.
 - 11.3.1.2. 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. If the Vehicle is detained by the DVSA, HSE, Road Safety Authority (RSA), the Health Services Executive or any government body as a result of an incident or otherwise whilst in the Company's control, then the Company shall remain liable for the ongoing charges and costs (including for recovering and restoring the Vehicle) until ERAC is able to re-rent such Vehicle. If the Vehicle is written off due to any such investigation the Company shall pay ERAC the replacement value of the Vehicle, which is the market value of the Vehicle LESS the salvage value.
- 12.3. Company shall ensure that an authorised individual is present on delivery or collection of a Vehicle at the commencement of the Rental Period 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.
- 12.4. 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 ERAC against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses suffered or incurred by ERAC arising out of or in connection with breach of this paragraph 12.3.
- 12.5. Company shall ensure that an authorised individual is present during the receipt or collection of a Vehicle by ERAC at the end of the Rental Period.
- 12.6. At the end of each Rental Period or otherwise in the event of Damage to a Vehicle, ERAC shall inspect the Vehicle in accordance with paragraph 11.3.
- 12.7. Where new 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, including Damage found on a Vehicle in circumstances where Company fails to ensure that an authorised individual is present.
- 12.8. Where new Damage to a Vehicle has occurred during the Rental Period, ERAC will send a Damage Notification to Company.
- 12.9. 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.

- 12.10. 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 Rental Agreement.
- 12.11. 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. Loss of Use ("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 charges.
- 15.3. Subject to 15.4, 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 as 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.
- 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 requested by ERAC and/or is 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 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 Rental 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 Rental 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 Rental 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 ERAC against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses suffered or incurred by ERAC 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 Rental Start Date 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 ERAC with the same level of fuel as at the start of the Rental Period (such level as indicated on the Rental Agreement) 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 it was received.

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 (including 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 ERAC 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 ERAC suffers or incurs as a result of such traffic offences and/or violations incurred during the Rental Period or otherwise whilst a Vehicle is in Company's possession, whether incurred in the United Kingdom, Ireland or overseas.
- 19.3. Company also agrees to pay an administrative charge for each such traffic offence and/or violation, handled by ERAC, as set out in the Rates.

20. Overseas Travel

- 20.1. Subject to ERAC's explicit 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 such 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.
 - 21.3.6. If these requirements are not met, the Company shall pay to ERAC: (i) the breakdown call out charge; (ii) the cost of the repairs; and (iii) the damage administration charge; all of which are as set out in the Rates.
- 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 Vehicle 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 for 24 hours or more, a Replacement Vehicle may be provided on request. Company accepts that specialist Vehicles listed in the Rates may not be replaceable temporarily. Where a Vehicle is replaceable temporarily the Company accepts that the Replacement Vehicle 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 charge, as set out in the Rates, 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 charge for the Off the Road Vehicle, as set out in the Rates, during the period in which the Vehicle is Off the Road.

23. Loss of Use (LOU)

- 23.1. Subject to clause 22.1, 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.
- 23.2. 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 in addition. In respect of LOU, one day's LOU will be payable for each day (or part thereof) the Vehicle is Off the Road and Company will be charged for the equivalent of the daily rental charge for the Replacement Vehicle whilst the original Vehicle remains Off the Road.

24. Mileage

- 24.1. Company acknowledges and agrees that the Rates have been agreed based upon Mileage Limits per Vehicle. Where the actual distance travelled by a Vehicle at any time exceeds that Vehicle's Mileage Limit (or the pro rata amount of the Mileage Limit as the case may be) then Company shall pay the Excess Mileage Charge. Any miles travelled by a Replacement Vehicle for the Vehicle shall be included in determining whether the Vehicle has exceeded such Vehicle's Mileage Limit (or the pro rata amount of such Vehicle's Mileage Limit as the case may be). Where any Rental Agreement is terminated early, such Vehicle's Mileage 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 Mileage Limit for any Vehicle.
- 24.3. Company shall report accurate odometer mileage readings to ERAC's relevant branch for each Vehicle on request and on each anniversary of the Rental Start Date (and on the date of termination or expiry of the Rental Period), 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 and Provision of Telematics Rental Services

- 25.1. Company acknowledges and shall ensure that all Drivers are made aware of the contents of this clause 25.
- 25.2. For the purposes of this clause 25:
- 25.2.1. "Rental" means as otherwise defined in this Rental Agreement Rental shall include without limit ERAC's processing of Telematics Rental Services (as defined as clause 25.2.2.1 below) except as otherwise stated in this Rental Agreement including without limit clause 25.10;
- 25.2.2. Company acknowledges and agrees that:
- 25.2.2.1. the Vehicle provided by ERAC to Company, for Company's authorizing its Drivers use, contains an onboard device for monitoring service warning lights on the Vehicle ("Device"), this data is transmitted directly from the onboard Device to, and shall be available and processed by, Geotab Limited ("Geotab"), the manufacturer of the onboard device and Autodata Limited ("Autodata") who monitor such service warnings data ("Vehicle Health Data") on behalf of ERAC (each or both together defined as the "Telematics Rental Services Ultimate Licensor"), so that ERAC may receive Vehicle Health Data and use it to arrange for the completion of any necessary servicing and maintenance of the vehicle ("Telematics Rental Services");
- 25.2.2.2. Device is owned by ERAC. Subject always to the terms of this clause 25, ERAC hereby grants Company for the Rental Period a non-exclusive, revocable, non-transferrable limited right (including without the right to sub-licence) to use the Device in the Vehicle and receive Vehicle Health Data to the extent of ERAC's supply of Telematics Rental Services.
- 25.2.3. "ERAC's Privacy Policy" means ERAC's current privacy policy (including any changes thereto) which can be accessed at any of the following website: www.enterprise.co.uk;
- 25.2.4. Unless otherwise stated in this clause 25, the Company obligations in this clause 25 shall apply from and including the Rental Start Date and shall survive any suspension and or termination or expiry of this Rental Agreement in spite of any provision(s) elsewhere in this Rental Agreement to the contrary.
- 25.3. Company:
- 25.3.1. acknowledges, warrants and represents that it shall include reference to Telematics Rental Services, including without limit ERAC, Geotab, Autodata and each of its Telematics Rental Services data processing activities, in Company's privacy policy;
- 25.3.2. acknowledges, warrants and represents that it shall be responsible for obtaining, and prior to authorizing any Driver to use a Vehicle (whether or not including a Device) shall:
- 25.3.2.1. obtain Driver's consent to ERAC, Geotab and Autodata Telematics Rental data processing by agreeing to Company privacy policy; and
- 25.3.2.2. obtain Driver's consent to EULA (as defined at clause 25.8 below); and
- 25.3.2.3. obtain Driver's consent to Geotab and Autodata processing Driver's Telematics Rental Services personal data as a data Processor for and on behalf of ERAC in accordance with this Clause 25; and
- 25.3.2.4. generally ensure that all Drivers are made aware of, and consent to, the contents of this clause 25 and without prejudice to specificity of clause 25.3.1, 25.3.2.1, 25.3.2.2 and 25.3.2.3.
- 25.3.3. without prejudice to clause 25.6, confirms and confirms on behalf of all Drivers their acknowledgement and understanding of details provided in relation to the use of personal data including without limit the use of Telematics Systems in a Vehicle described under ERAC's Privacy Policy.
- 25.4. Each Party shall comply with its respective obligations under Data Protection Legislation when carrying out its respective obligations hereunder.
- 25.5. The parties acknowledge that the factual arrangement between them dictates the classification of each party in respect of Data Protection Legislation.
- 25.6. The parties anticipate and agree that each party shall act as a Controller in respect of processing the personal data in respect of the Rental. ERAC, as 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 Legislation and for the purposes, including without limit ERAC's supply of Telematics Rental Services, described in and in accordance with ERAC's Privacy Policy. Geotab and Autodata are each ERAC's appointed data transmission and data transmission monitoring data Processor for the purpose of ERAC procuring supply of Telematics Rental Services.
- 25.7. Each party shall process the personal data related to Rental to the extent necessary for their own legitimate business interests purposes. ERAC shall process the personal data related to Telematics Rental Services on the basis of:

- 25.7.1. legitimate business interests of best keeping ERAC's Vehicle fleet uncompromised, fixed quicker, and reduce any anomalies in servicing needs; and or
- 25.7.2. contractual necessity where the Company requests Telematics Rental.
- 25.8. Company hereby acknowledges and agrees that ERAC's related third party provider, Geotab, require ERAC to obtain Company's agreement to certain terms and conditions prescribed by them. The Geotab End User Licence Rental Agreement terms are set out at the following link [EN Geotab End User License Rental Agreement \[PUBLIC\] - Google Docs \("EULA"\)](#). The EULA are hereby incorporated by reference into and form part of this Rental Agreement and contain including without limit Telematics Rental Services license and use limitations; limitations of liability; disclaimers; choice of law, arbitration and forum selection clauses; and other important security, data transfer and vehicle data emanating from Company terms and conditions that affect Company's and, pursuant to clause 25.3.2.2, Driver's rights and obligations. By Company's signature of this Rental Agreement, Company is also signifying its agreement to the terms of the EULA for and on behalf of itself and each and any Driver.
- 25.9. Any Telematics Rental Services specifications specifics are detailed in each Reservation.
- 25.10. In spite of any provision(s) elsewhere in the Rental Agreement to the contrary:
- 25.10.1. Company hereby acknowledges and agrees that Telematics Rental Services are ancillary to core Vehicle Rental services ("Vehicle Rental Services") contracted for under this Rental Agreement; and
- 25.10.2. at any time throughout the Rental Period, including without limit if Telematics Rental Services Ultimate Licensor withdraws from ERAC all or any part(s) of Telematics Rental Services, immediately without prior written notice to Company ERAC reserves the right to temporarily or permanently suspend or end all or any part(s) of ERAC's supply of Telematics Rental Services under this Rental Agreement, including without limit data transmission and or monitoring from the Device ("ERAC Telematics Rental Services Withdrawal"); and
- 25.10.3. if ERAC exercises its right of ERAC Telematics Rental Services Withdrawal, absent Telematics Rental Services the residual Vehicle Rental Services contracted for under this Rental Agreement shall continue unaffected with related provision(s) continuing in full force and effect for the duration of the Rental Period unless terminated or expiring earlier in accordance with this Rental Agreement; and
- 25.10.4. upon any ERAC Telematics Rental Services Withdrawal, Company's right to use the Telematics Rental Services shall cease temporarily during any Telematics Rental Services suspension or permanently upon Telematics Rental Services termination without any right of compensation under this Rental Agreement or otherwise at law accruing to Company.
- 25.11. In the event that ERAC exercises its right of ERAC Telematics Rental Services Withdrawal or the Rental Period ends or expires in accordance with the terms of this Rental Agreement, without prejudice and in addition to the EULA terms, Company shall procure that the Driver returns the Vehicle to ERAC or ERAC takes possession of the Vehicle with the Device in the same physical condition and physical position within the Vehicle as the Company received it from ERAC, external Device casing fair wear and tear excepted.
- 25.12. Notwithstanding ERAC's supply of Telematics Rental Services including receipt of Vehicle Health Data, throughout the Rental Period, Company acknowledges that it is solely responsible for procuring, and Company warrants and represents that it shall procure, that each and every Vehicle Driver immediately notifies ERAC of any fault, damage or other critical issue occurring to or affecting the Vehicle while directly or indirectly in the care, custody, possession or control of such Driver irrespective of cause or fault.
- 25.13. Except that nothing in this Rental Agreement shall exclude or restrict ERAC's liability (a) for matters which cannot be excluded or restricted by law (b) for death or personal injury resulting from negligence or that of its employees, agents or sub-contractors; nor (c) for fraud or fraudulent misrepresentation, ERAC shall have no liability to Company for, and Company shall indemnify ERAC against, all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses suffered or incurred by including without limit ERAC and or Company and or Driver and or Geotab and or Autodata arising out of or in connection with:
- 25.13.1. a failure of the Company to fulfil and or comply with its obligations under this clause 25; and or
- 25.13.2. any Company or Driver use and or receipt of all or any part(s) of the Telematics Rental Services; and or
- 25.13.3. any temporary and or permanent failure of the use or operation of all or any Part(s) of the Telematics Rental Services and or the software platform on which all or any part(s) of the Telematics Rental Services are hosted and or maintained; and or
- 25.13.4. ERAC receipt of Vehicle Health Data and or supply of Telematics Rental Services; and or
- 25.13.5. any ERAC Telematics Rental Services Withdrawal.

26. Rates and Additional Charges

- 26.1. Company shall pay for the Rental based on the agreed Rates.
- 26.2. Company expressly acknowledges that ERAC shall be entitled to vary the Rates or additional charges as specified in the Company's Account Agreement and from time to time:
- 26.2.1. to incorporate any movements in vehicle excise duties or any relevant charges imposed by legislation or HM Revenue and Customs in the UK or Revenue Irish Tax & Customs in Ireland and

- 26.2.2. to take account of ERAC's cost increases (such as manufacturer supply charges and inflation);
- 26.2.3. in each case upon 30 days' written notice from ERAC provided that if the Company does not agree to such increase, Company may terminate its Account Agreement forthwith by written notice.
- 26.3. If the Company returns the Vehicle after the intended date of Off-Hire, it shall pay the Rate related to the original intended period of hire for full duration of the actual Rental Period, which may differ from the per day charge for the same period had the Company requested that duration of Rental Period at the date of On-Hire.
- 26.4. In respect of any extension to a Rental, the Rate shall only be changed during the Rental Period where (i) the extension is requested by Company and granted formally by ERAC; and (ii) with prospective effect (i.e. no Rate reduction shall apply to the period prior to the formal agreement of an extension, the Rates due for such period prior to the extension shall remain to be paid at the original agreed Rate).
- 26.5. Where it is necessary to cancel a Reservation, Company shall provide a minimum of 2 hours' notice to ERAC before the Rental Period is scheduled to commence. ERAC shall have the right to enforce the original delivery/collection charge and any abortive charge(s) set out in the Rates where less than 2 hours' notice is provided to ERAC before the Rental Period is scheduled to commence.
- 26.6. Where Company requires a Vehicle outside of Working Hours, any out of hours charges set out in the Rates shall apply.
- 26.7. Company agrees to pay the cost for the replacement of any keys lost during any Rental Period in addition to an administrative charge.
- 26.8. 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
- 26.9. If any Vehicle is not made available to ERAC for collection or otherwise returned to ERAC within 14 days of the end of the Rental Period 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 recovering the ongoing rental (and other) charges as set out in the Rates.

27. Specific Virus related Requirements

- 27.1. Where ERAC provides Vehicles which are either modified for epidemic, pandemic, contagion, virus or infectious disease related uses (including but not limited to the inclusion of vehicle dividers) or where Company is aware that a Vehicle has been used to move or otherwise transfer persons who either has, or has symptoms of such epidemic, pandemic, contagion, virus or infectious disease then:
- 27.1.1. ERAC makes no warranty, representation or guarantees as to:
- 27.1.1.1. the efficacy of the modification or the Vehicle to stop or prevent cross contamination or spread of Covid-19, any other contagion or infectious diseases or any other airborne contaminants (e.g. a divider may house an air vent with a removeable non classified filter, which is necessary as a safety feature to prevent air compression in the cab area and must not be blocked); and
- 27.1.1.2. how any item and/or combination of any items ERAC supply will perform if the Vehicle is involved in a road traffic incident, nor that any item will provide complete protection against items, persons, contaminants or chemicals moving around the Vehicle.
- 27.1.2. It remains the Driver's responsibility to ensure that any divider or other adaptation does not become an obstruction and that the Driver has and maintains a full field of vision before, and while, driving the Vehicle.
- 27.1.3. In the event of a Vehicle requiring maintenance during the Rental Period, it shall be carried out by an appointed service agent and the Company will be required to confirm to such service agent what the Vehicle has been used for and that the Company has carried out the appropriate isolation process and cleaning process as detailed below.
- 27.1.4. Company shall clean Vehicles to the standard set by government guidelines at the time of such maintenance or at the time of Off-Hire.
- 27.1.5. Unless otherwise instructed or confirmed in writing by ERAC, all Vehicles shall be isolated for 3 days prior to any maintenance checks or work being undertaken or where the Vehicle is being made available for collection by ERAC. The Vehicle will remain on hire for this period and must be cleaned prior to such period in accordance with clause 27.1.4.
- 27.1.6. Any maintenance checks and work shall be undertaken on the Company's premises.
- 27.1.7. All Vehicles must have a picture taken of the odometer at the start of the isolation process.
- 27.1.8. Company is required to email ERAC to confirm the date of cleaning and that isolation has been completed stating the Vehicle is now ready to access or collect.
- 27.1.9. In addition to the cleaning procedure required under clause 27.1.4, all Vehicles shall be subject to an end of hire forensic cleaning process, arranged by ERAC and charged to Company at cost price to ERAC.