

UK & Ireland Dedicated Dealership Rental Terms and Conditions

Where Customer obtains rental vehicles for dedicated dealership use (“**Dedicated Dealership Rental**”) 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, the following terms and conditions shall apply:

1. Additional Definitions

1.1. The following additional/deviating definitions shall apply:

Customer means Customer as defined by Agreement Details who is making a Dedicated Dealership Rental order;

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

Vehicle means the vehicles to be provided by Renting Entity to Customer as set out in the Order Form;

Order Form means the form used for ordering Dedicated Dealership Rental services;

Parking Spaces means the designated parking places or parking bays to be provided by Customer at Customer’s property and expense as specified in the Order Form;

Rates means the rates and fees in the country-specific rate sheets above;

Renting Entity means EAN or the Affiliate operating the respective Dedicated Dealership Rental scheme;

Vehicle(s) means the vehicle(s) or any replacement vehicle(s) provided to Customer.

Working Hours means 0800 to 1800 hours Monday to Friday and 0800 to 1300 hours on Saturdays excluding public holidays;

2. Supply of Vehicles

Subject to availability of Vehicles, Customer may upon reasonable notice request additional Vehicles from Renting Entity, and, if such request is accepted by Renting Entity, Customer agrees to pay the additional Rates for such Vehicles.

3. Eligibility

Customer shall ensure that:

3.1 All Drivers must be at least 19 years of age in the United Kingdom or 21 years of age in Ireland (older for some car classes) unless agreed otherwise in writing by EAN and hold a valid driving licence in the country(ies) in which the Driver will be driving the Vehicles

3.2 Customer shall ask the Driver to prove the validity of the Driver’s licence and at regular intervals thereafter.

3.3 Customer is notified without undue delay of the suspension or limitation of the Driver’s right to drive, any driving bans becoming effective or any temporary securing or seizure of the Driver’s licence.

3.4 If the Driver’s licence is suspended, becomes obsolete/expired, cancelled, invalidated or withdrawn or if it is lost or when the Driver has been subject to a driving ban, the right to drive the Vehicles is suspended for the duration of the withdrawal, loss or ban.

4. Use of the Vehicle

Customer acknowledges and shall ensure that all Drivers are made aware of the contents of this clause 3 and shall ensure that Vehicles are not used:

4.1 by anyone other than the Driver;

4.2 to smoke in. The use of e-cigarettes in Vehicle is also prohibited;

4.3 for carriage of passengers for hire or reward;

4.4 for deliberately causing personal injury or property damage or for any illegal purpose;

4.5 for racing, pacemaking, testing the Vehicle’s reliability and speed, or teaching someone to drive;

4.6 while the Driver are under the influence of alcohol, narcotics or drugs;

4.7 to go to countries or places

i. for rentals originating in the UK: outside the United Kingdom; and

ii. for rentals originating in Ireland: outside the Republic of Ireland or Northern Ireland unless with our written permission;

4.8 overloaded with more passengers than seatbelts, to transport children without the legally required car seats, or otherwise in breach of the legally prescribed safety precautions;

- 4.9 to propel or tow any other vehicle or wheeled equipment, unless the Vehicle is fitted with a tow bar and the Customer has obtained express permission from the Renting Entity;
- 4.10 on unpaved roads, racetracks, beaches and test courses;
- 4.11 to transport easily flammable, toxic, or otherwise dangerous substances other than minimum amounts for household use;
- 4.12 in a careless or reckless manner;
- 4.13 to drive through or over water or over any objects that Customer or the Driver knew or ought to have known rise above the ground clearance of the Vehicle;
- 4.14 to drive under a barrier lower than the overhead clearance of the Vehicle;
- 4.15 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;
- 4.16 to transport goods with a weight heavier than that authorised for the Vehicle, or to transport goods deficiently distributed or badly secured, or to carry goods that Customer does not own for a fee without the Renting Entity's written permission; or
- 4.17 in contravention of these Terms and Conditions or the applicable laws, safety rules and requirements of the countries where the Vehicle is used.

5. Customer's main obligations

Customer shall ensure that it and all Drivers comply with the following and shall:

- 5.1 look after the Vehicle making sure it is locked and secure when not in use and that Customer or the Driver have used any security device fitted to the Vehicle.
- 5.2 look after the key to each Vehicle. In the event that a key is lost, stolen, or misplaced by Customer or the Driver, Customer shall be liable for the full replacement cost of the key, and the Vehicle's locking system and immobilisers, together with an administration fee.
- 5.3 stop using the Vehicle as soon as possible and contact us as soon as Customer or/and Driver become aware of any fault with or malfunction of the Vehicle. In particular, Customer or/and the Driver must take into account any warning lights that may appear on the dashboard of the Vehicle;
- 5.4 provide designated parking location for each Vehicle at the Customer's costs, and such parking location must have adequate mobile phone signal.
- 5.5 bring the Vehicle back to its designated location at the end of the Rental Period in the same condition as it was at the beginning of the Rental Period;
- 5.6 remove all personal possessions from the Vehicle at the end of a reservation. The Renting Entity do not accept any responsibility for any possessions that are left in a vehicle.
- 5.7 Where the vehicle requires fuel, keep the vehicle sufficiently supplied (always above one quarter of a tank of each type of fuel) with the correct, non-contaminated fuel, using the fuel card if supplied. Where the vehicle is an electric vehicle, to plug in the vehicle to the charging station and place on charge at the end of the rental.
- 5.8 In case of an accident or if the Vehicle is lost or stolen, Customer is required to do the following:
 - (i) accurately report the accident, theft or loss to the Renting Entity as soon as possible by any means and confirm this promptly in writing (email is sufficient) to the Renting Entity no later than 1 business days in case of a theft and in all other cases 2 business days, from the moment Customer becomes aware of the event;
 - (ii) report any theft or loss (or where appropriate, any accident) to the police as soon as reasonably possible and confirm this promptly in writing (email is sufficient) to the Renting Entity;
 - (iii) avoid admitting responsibility to anyone in relation to the accident unless required to do so by legal process;
 - (iv) request the names and addresses of everyone involved, including witnesses, and provide them to the Renting Entity;

(v) promptly forward to the Renting Entity any notices or other documents relating to any legal proceedings arising out of the accident, theft or loss;

(vi) cooperate with the Renting Entity and the Renting Entity's insurers including responding to requests for full and true information and provide assistance in any matters or legal proceedings including allowing proceedings to be brought by the Renting Entity in Customer name and defending any proceedings brought against Customer; and

(vii) return the original keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started to the Renting Entity.

5.9 Save with Renting Entity's prior express consent, Customer shall not maintain or repair any Vehicle.

6. Liability

6.1 Renting Entity shall have the sole right and responsibility to repair the Vehicle. If with the Renting Entity's permission, Customer changes any equipment such as wiper blades or bulbs then please keep the receipt and the Renting Entity will reimburse Customer.

6.2 In the event of damage to or loss of theft of the Vehicle or a part or accessory thereof from the time of the commencement of the Rental Period up until the end of the Rental Period unless caused through the Renting Entity's own fault, Customer may be liable for the following costs, charges and other damages (provided this does not result in the Renting Entity being compensated twice for the same loss):

- a. The charges invoiced to the Renting Entity by the repair facility for the specific repair of the Vehicle, or replacement of the part or accessory;
- b. a bona fide estimate of the cost to us of the repair of the Vehicle, or replacement of the parts or accessories (as applicable) calculated by reference to the Renting Entity's standard list of minor repairs (which has been independently verified and is available upon request) or by an estimate provided by a repair shop. The amount invoiced to Customer for any repairs will be lower than the manufacturer suggested retail price but may be higher than the cost of the Renting Entity, because the invoiced amount will not reflect any rebates which the Renting Entity may subsequently receive from the repair shop or supplier based on its volumes of purchases and long term relationships, and may not include any economies of scale where damage caused by different customers are repaired simultaneously;
- c. To the extent that any repair does not fully restore the value of the Vehicle, a reasonable sum for the diminishment of value as determined by an independent motor engineer;
- d. In the event that the total estimated repair cost is greater than the value of the Vehicle minus the salvage value, an estimate of the retail value of the Vehicle immediately prior to the damage, as independently verified, less the salvage value;
- e. Renting Entity's loss of income of the Vehicle, not to exceed 30 days, provided this does not result in the Renting Entity being compensated twice for the same loss;
- f. in case of theft or loss of the Vehicle, an estimate of the pre-theft or pre-loss retail value of the Vehicle, as independently verified;
- g. an administrative cost of £/€ 50 or £/€100 (higher fee will be charged when the Renting Entity deems vehicle to be uneconomical to repair); and
- h. Any towing, storage and impound fees reasonably incurred by the Renting Entity as a result of the damage to, loss or theft of the Vehicle during the Rental Period.

6.3 Renting Entity shall be responsible to Customer for foreseeable loss and damage caused by the Renting Entity. If the Renting Entity fails to comply with these terms, it shall be responsible for loss or damage Customer suffers that is a foreseeable result of the Renting Entity's breaching this contract or our failure to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the Renting Entity and Customer knew it might happen, for example, if agreed in writing between the Renting Entity and Customer.

6.4 Renting Entity does not exclude or limit in any way its liability to Customer where it would be unlawful to do so. This includes liability for death or personal injury caused by the Renting Entity's negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of Customer legal rights in relation to the services.

- 6.5 Renting Entity are not liable for business losses. If Customer uses the services for any commercial, business or re-sale purpose the Renting Entity will have no liability to Customer for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 6.6 Renting Entity may not own, control or maintain the land on which the Vehicle(s) are located. In such cases, the Renting Entity accepts no responsibility or liability for the same.

7. Branding and parking signs

- 7.1 Each Vehicle may be provided with Renting Entity's logos and/or branding.
- 7.2 Renting Entity may, upon Customer's reasonable written request, co-brand a Vehicle with Customer's logo at Customer's cost. For the avoidance of doubt, the cost will cover the installation and removal of Customer's logo.

8. Replacement Vehicles

- 8.1 Renting Entity shall be entitled at its sole discretion to replace any Vehicle provided to Customer at any time with another Vehicle within the same Vehicle category upon giving Customer not less than 7 days' prior written notice.
- 8.2 Should a Vehicle require a changeover due to an act or omission of Customer, Customer shall be liable for the cost of de-installation and/or installation. In instances where a replacement Vehicle is not immediately available, Renting Entity may (at its sole discretion) provide a daily rental Vehicle to the Customer in the interim, and the Customer shall be liable to pay Renting Entity's daily charges for the said interim period, together with any additional or ancillary charges, in respect of such daily rental Vehicle in accordance with Daily Rental Rates.
- 8.3 Should a Vehicle be out of service due to a mechanical breakdown for a period longer than 4 Working Hours from notification of such breakdown to Renting Entity, Renting Entity shall, upon receipt of notice from Customer, provide a replacement Daily Rental vehicle to Customer until the Vehicle is repaired and returned to Customer.

9. Fuel, Fuel Cards and Mileage

- 9.1 The cost of fuel and fuel cards are not included in the Rates and shall be payable by Customer.
- 9.2 If Customer is providing fuel cards for Vehicles, Customer is responsible for the charges placed on such cards.
- 9.3 If it has been agreed that Renting Entity will provide fuel cards for Vehicles, the cost of fuel plus a monthly administrative fee shall be charged by Renting Entity to Customer in addition to the Rates.
- 9.4 The maximum mileage allowance permitted is as stated in the Order Form. The applicable charges set out in the Rates for exceeding the maximum mileage allowance for the Vehicles are based on each Vehicle's mileage, and not on a pooled basis, and are calculated at the end of each 28 day period.
- 9.5 All additional charges referred to in this paragraph 8 shall be included by Renting Entity in its monthly invoice.
- 9.6 Customer shall report accurate odometer mileage/kilometer readings to their assigned relevant branch (as notified by Renting Entity) every 28 days. An appropriate method of reporting shall be agreed between Renting Entity and Customer. Failure to report accurate mileage in a timely manner will result in Customer being responsible for costs associated with the non-warranty service or any repair issues.

10. Damage to the Vehicle

- 10.1 All Vehicles will be assessed by Renting Entity for damages upon delivery and upon collection using Renting Entity's Damage Evaluator.
- 10.2 Customer shall ensure that an authorised individual is present on delivery of a Vehicle to verify the condition of the Vehicle. If Customer fails to ensure that an authorised individual is present on delivery of a Vehicle, any pre-existing damage to the Vehicle, identified by Customer, must be communicated to Renting Entity within 1 Working Hour of delivery, and in any event prior to use of the Vehicle. If the Vehicle is delivered outside of Working Hours, then Customer shall communicate any pre-existing damage to Renting Entity by 9.00 am on the next working day. If Customer fails to do so it shall have deemed to have accepted the condition of the Vehicle as verified by Renting Entity.

10.3 Customer shall ensure that an authorised individual is present during the agreed collection of a Vehicle by Renting Entity. Renting Entity will inspect the Vehicle for any damage using Renting Entity's Damage Evaluator and where damage to a Vehicle is found, Customer's authorised individual will sign a form to acknowledge a change of condition to the Vehicle. Renting Entity will write a claim for any damage found on the Vehicle, including in instances where Customer fails to ensure that an authorised individual is present.

11. Maintenance of Vehicles

11.1 Subject to the requisite access being provided to it, the Renting Entity will periodically clean, and check the fluids and the general condition, of any Vehicle. Rental Entity will issue a damage report for any damage found during this inspection either in the presence of a person authorised by the Customer or in its absence should no authorised person be present.