

DATED _____

201[x]

AN AGREEMENT FOR THE PROVISION OF ADVANTAGE VEHICLE RENTAL SERVICES

BETWEEN

(1) EUROPCAR GROUP UK LIMITED

AND

(2) [CUSTOMER NAME]

BETWEEN:

- (1) **EUROPCAR GROUP UK LIMITED** a company registered in England under company number 1089053 and whose registered office is at James House, 55 Welford Road, Leicester, LE2 7AR ("**Europcar**"); and
- (2) [**CUSTOMER NAME**] a company registered in England under company number [**company number**] and whose registered office is at [**regd office address**] (the "**Customer**").

WHEREAS:

- (1) Europcar is in the business of vehicle rental services.
- (2) The Customer wishes to hire vehicles for minimum periods of 28 days from a leading vehicle rental company.
- (3) Europcar agrees to supply its Advantage Service to the Customer subject to the terms and conditions of this Agreement.

IT IS HEREBY AGREED AS FOLLOWS

1. DEFINITIONS

In this Agreement the following words and phrases shall have the ascribed meanings:

Actual Mileage means the distance travelled by a Vehicle during the Rental Period and calculated using mileage readings recorded on the odometer when the Vehicle is Delivered on the Delivery Date and when collected on expiry of its Rental Period

Advantage Service means the rental of a Vehicle for a period of 28 days or more (regardless of whether the Vehicle is returned earlier)

Advantage Vehicle or Vehicle means a vehicle or vehicles hired under the terms of this Advantage Agreement

Ancillary Charges means the cost to provide additional services that are not included in the Hire Charge and are more particularly described in the table of Ancillary Charges set out in Schedule 2 to the Agreement.

Commencement Date shall be [date]

Delivery Date shall be the day a Vehicle is Delivered to the Customer at the commencement of its Rental Period. **Deliver** and/or **Delivered** and/or **Delivery** shall be construed accordingly

Driver means the person for whom the Customer hires an Advantage Vehicle

Excess Mileage Charge means the charge for any miles travelled by an Advantage Vehicle during the Rental Period in excess of the Inclusive Mileage Allowance and/or the Maximum Mileage allowance. The Excess Mileage Charge is set out in the Rate Card.

- Hire Charge** means the base cost per 28 day period to hire an Advantage Vehicle under this Agreement. For the avoidance of doubt Hire Charges do not include Ancillary Charges
- Inclusive Mileage Allowance** means the number of miles included within the Hire Charge that may be travelled by an Advantage Vehicle in a 28 day period before Excess Mileage Charges will apply. The Inclusive Mileage Allowance is set out in the Rate Card and will be agreed at time of ordering the Advantage Vehicle
- Maximum Mileage** means the maximum number of miles that an Advantage Vehicle may travel before it must be returned to Europcar. The Maximum Mileage allowance for each Vehicle is set out in the Rate Card
- Minimum Rental Period** is a period of 28 days beginning on the date the Advantage Vehicle is Delivered. This is the shortest period for which an Advantage Vehicle can be hired
- Rate Card** means the information supplied to the Customer in the example form shown under Schedule 1 to this Agreement (which for the avoidance of doubt is subject to change as notified to the Customer) detailing the Hire Charge, Inclusive Mileage Allowance, Excess Mileage Charges and the attributes of the particular Vehicle make and model
- Rental Period** means the total period, beginning on the date the Advantage Vehicle is Delivered, that the Customer agrees to hire an Advantage Vehicle. The Rental Period should, subject to clause 8.2, never be less than the Minimum Rental Period
- Term of the Agreement** means a period of [x] [months][years] commencing on the Commencement Date

2. PROVISION OF THE ADVANTAGE SERVICES

2.1 Europcar shall supply such Advantage Vehicles as the Customer may order in accordance with the provisions of clause 2.2 below.

2.2 Ordering the Advantage Vehicles

2.2.1 The Vehicles may be hired by the Customer for the Minimum Rental Period at the Hire Charge set out in the Rate Card and the Ancillary Charges shown in Schedule 2 from time to time.

2.2.2 The Rate Card

The following information as it applies to any Advantage Vehicle will be detailed in the Rate Card:

2.2.2.1 the Hire Charge

2.2.2.2 the Inclusive Mileage and the Maximum Mileage Allowances; and

2.2.2.3 the Excess Mileage Charge

2.3 Delivery of the Advantage Vehicles

2.3.1 A Vehicle will be Delivered to the Customer in accordance with the Customer's requirements and the provisions set out in the table of Ancillary Charges under Schedule 2 to this Agreement.

2.3.2 Delivery & Collection Charges & Expenses

- 2.3.2.1 Hire of an Advantage Vehicle shall be subject to the Delivery and collection charge set out in the table of Ancillary Charges under Schedule 2 to this Agreement unless either clause 2.3.2.3 or clause 2.3.2.2 below applies.
- 2.3.2.2 Advantage Vehicles for Delivery to or collection from either Scotland or Northern Ireland are affected by the cost of transportation (which will, *inter alia*, include the cost of fuel) and shall therefore always be subject to their own individual Delivery and collection charge (each way) irrespective of the duration of the Rental Period. The cost for Delivering to Scotland and Northern Ireland shall be notified to the Customer at the time the order for the Vehicle is placed and for collection at the time arrangements are made to effect the collection. The Customer agrees it will pay such Delivery and collection charges in accordance with the provisions of clause 4.2 below.
- 2.3.2.3 Subject always to clause 2.3.2.2 above Delivery/collection charges shall not apply to Advantage Service Rental Periods of 84 days or more in the UK. If, however, an Advantage Vehicle is returned to Europcar before 84 days has elapsed the Delivery/collection charge shall be retrospectively invoiced to the Customer and the Customer shall pay the invoice in accordance with the provisions of clause 4.2 of this Agreement
- 2.3.2.4 In addition, the Customer will be charged for expenses reasonably incurred by Europcar whilst Delivering to or collecting a Vehicle from the Customer under this Agreement including but not restricted to congestion and/or tunnel charges, tolls and ferry fees. The Customer agrees it will pay such charges or fees in accordance with the provisions of clause 4.2 below.

2.3.3 Inspection on Delivery

Upon Delivery of a Vehicle a representative of the Customer or the Driver must be available to complete a report as to the condition of the Vehicle. Such Vehicle condition report shall be signed by both of the attending parties. If, upon Delivery, no representative is available to complete the Vehicle condition report then the Vehicle will be returned to Europcar and a charge will be made for the aborted Delivery according to the table of Ancillary Charges set out in Schedule 2 to this Agreement.

3. **THE CHARGES**

- 3.1 Unless otherwise agreed or stated all Hire Charges and Ancillary Charges quoted are exclusive of VAT and shall be subject to VAT at the prevailing rate.

3.2 **Admin and Other Fees**

Europcar shall charge the Admin Fee set out in the table of Ancillary Charges in Schedule 2 to this Agreement for any administration work carried out in respect of any matters for which the Customer is liable except for any matters for which the Customer is liable pursuant to clauses 5.1 and 5.4 below when the Claims Processing Fee will apply.

4. **INVOICING AND PAYMENT**

- 4.1 All Hire Charges and any relevant Ancillary Charges will be invoiced to the Customer every 28 days during the Rental Period.
- 4.2 The Customer shall pay in cleared funds a sum representing all items invoiced by Europcar to the Customer by the 25th day of the month following the date of the invoice. Prompt payment of all charges rendered under this Agreement shall be of the essence.

- 4.3 In the event of late payment Europcar reserves the right to:
- 4.3.1 charge interest on overdue sums at the rate of 8% above the base rate charged for the time being by the Bank of England; and/or
 - 4.3.2 require that the Customer makes a payment in advance of any Advantage Vehicles being supplied; and/or
 - 4.3.3 suspend any further supply of Advantage Vehicles until such payment is made.
- 4.4 Invoice queries must be raised within 14 days of the date of invoice. Failure to raise any query within this timescale shall constitute acceptance of the validity of the charges.
- 4.5 Europcar may set off any sums due and owing by the Customer against any monies retained by Europcar or owed by it to the Customer.

5. CUSTOMER'S OBLIGATIONS

5.1 Insurance

5.1.1 Customer Insurance

- 5.1.1.1 The Customer shall ensure that a Vehicle is covered at all times as if it were fully comprehensively insured without restriction or excess and compliant at all times with the requirements of the Road Traffic Act 1988 as amended from time to time. A copy of the Customer's insurance certificate (if applicable) shall be lodged with Europcar for audit purposes.
- 5.1.1.2 Any changes to insurance cover must be notified to Europcar within 24 hours of change.
- 5.1.1.3 The Customer undertakes that within 2 working days of its Delivery, it shall register the Advantage Vehicle on the Motor Insurers Database with the Customer's insurance details. The Customer shall indemnify Europcar for any costs, claims, damage or loss Europcar may suffer or incur as a direct result of the Customer's failure to so register the Vehicle on the Motor Insurers Database.

5.1.2 Claims

- 5.1.2.1 In the event of a claim the policy excess (if any) will be the responsibility of the Customer.
- 5.1.2.2 In the event of an accident Europcar will undertake repairs and will forward the invoice to the Customer. Payment from the insurers will be accepted, however; ultimate liability shall remain with the Customer.
- 5.1.2.3 All third party claims will be directed to the insurer of the Vehicle.

5.1.3 Liability

Europcar accepts no responsibility for loss or damage caused by an uninsured Driver or if, for whatever reason, the insurance cover fails to be effective. The Customer shall indemnify Europcar for any and all loss, damage, costs or claims arising as a direct result of such failure to insure the Vehicle.

5.2 Use of Vehicle

5.2.1 The Customer shall ensure that:

- 5.2.1.1 no accessories are fitted to the Vehicle without the explicit written consent of Europcar. If, and only if, such consent is given then any such accessory shall be fitted by a competent person skilled in the business of fitting such accessories. The Customer shall ensure that the accessory is removed with similar skill and care and shall make good any damage arising out of the use of such accessory and/or its removal prior to the Vehicle's return to Europcar;

- 5.2.1.2 manufacturer's recommendations are followed in respect of oil, coolant, anti-freeze levels and tyre pressure;
- 5.2.1.3 the Vehicle can be inspected upon the reasonable request of Europcar;
- 5.2.1.4 the Vehicle is kept locked when not in use and any alarm switched on. Any security measures that are available should be taken
- 5.2.1.5 odometer readings are made available to Europcar every 28 days and/or when reasonably requested to do so.
- 5.2.2 The Customer shall not:
 - 5.2.2.1 use the Vehicle as a taxi or hire car nor for racing or rallying purposes.
 - 5.2.2.2 use the Vehicle for driver training, nor let the Vehicle be driven by any person who does not hold a full current UK driving license (i.e. not a provisional licence).
 - 5.2.2.3 alter the specification of the Vehicle or alter the appearance of the Vehicle in any way. This includes the replacement of any accessories or non-standard parts or the application of decals.
 - 5.2.2.4 exceed the Maximum Mileage in any Advantage Vehicle.

5.2.3 Extention to the Rental Period

Where the Customer wishes to extend the Rental Period the Customer will provide Europcar with reasonable notice. Provided that the Customer has complied with clause 4.2 (payment terms) and subject always to clauses 5.2.2.4 and 8.4 relating to the Maximum Mileage allowance Europcar shall endeavour to provide the same Advantage Vehicle for the extended term.

5.3 **Use of Vehicle outside the UK**

- 5.3.1 If the Vehicle is to be used outside of the UK then written permission must be obtained from Europcar. Europcar shall have absolute discretion to refuse permission for any Vehicle to be taken or used outside the UK.
- 5.3.2 If permission is granted the maximum period a Vehicle can be taken overseas is 28 days. During this time adequate breakdown cover must be provided by the Customer which should be RAC breakdown cover or equivalent. Such cover may be obtained either through the Customer's own insurer or from Europcar but must, as a minimum, cover the cost of repatriation of the Vehicle if necessary in the event of a breakdown.
- 5.3.3 The Customer's insurance must cover overseas use and documentary evidence of such cover shall be supplied to Europcar before travel. All local legislation relating to the use of the Vehicle must be adhered to.

5.4 **Breakdown and Repair**

- 5.4.1 If a mechanical fault occurs during the Rental Period and a repair is required then in each and every case Europcar must be informed immediately and repairs will be arranged. The Customer shall not use the Vehicle while it is in an unroadworthy condition.
- 5.4.2 If the repair is covered by the manufacturer's warranty then the repair shall be paid for by Europcar.
- 5.4.3 If a repair is required as a result of the Customer's negligence, or negligent or wilful act or omission then such repairs will be at the Customer's cost.
- 5.4.4 If Europcar is not immediately informed of any necessary repairs and costs are incurred as a result then such costs will be charged to the Customer.

5.5 **Accidental Loss of or Damage to the Vehicle**

- 5.5.1 Europcar shall be notified immediately of any accident or incident. Details of the action the Customer is required to take in the event of an accident/incident are set out in Schedule 4 to this Agreement.
 - 5.5.1.1 Europcar will arrange for the Vehicle to be repaired.

5.5.1.2 Hire Charges will continue to be payable whilst the Vehicle is undergoing repairs.

5.5.2 Vehicle Write-Off

If, for whatever reason, the Vehicle is written off then the Customer will reimburse Europcar for the written down value of the Vehicle shown on Europcar's books at the date of the loss.

5.5.3 Vehicle Theft

5.5.3.1 During any period of theft the Customer will continue to pay Hire Charges.

5.5.3.2 If the Vehicle:

5.5.3.2.1 is recovered and capable of being repaired then the provisions of clause 5.5.1 above shall apply;

5.5.3.2.2 is recovered but deemed to be a write off then the provisions of clause 5.5.2 above shall apply;

5.5.3.2.3 is not returned within 4 weeks of the date of the theft then the Customer will be invoiced for and shall pay the full written down value of the Vehicle shown on Europcar's books at the date of the loss. Upon payment the Vehicle shall become the legal property of the Customer or its insurance company

5.5.4 Windscreen

Subject always to the provisions of Schedule 3 repair or replacement of glassware in any Vehicle is the responsibility of the Customer.

5.5.5 Tyres

Tyres damaged through the negligence or negligent or wilful acts or omissions of the Customer (e.g. kerbing of tyres) will be the Customer's responsibility. Replacements shall on each and every occasion be made on a like for like basis.

5.5.6 Repairs

The cost of repairs shall be invoiced to the Customer where such repairs arise as a result of any of the following:

- Exterior & Interior repairs - where damage is reasonably considered to be outwith the standard 'Acceptable' condition stated in Schedule 3 to this Agreement
- Equipment - replacement of any original items that were Delivered with the Vehicle but which are missing at any time during the Rental Period
- Mechanical - due to Driver neglect/abuse

5.6 **Parking Fines and Driving Offences**

5.6.1 The Customer is responsible and shall be liable for all costs arising as a result of Customer's or the Driver's custody and use of the Vehicle during the Rental Period including:

5.6.1.1 all tolls and bridge and tunnel charges, any parking and congestion charges (or failure to pay them) ; and

5.6.1.2 all and any penalties arising either out of offences or infringements committed by the Customer or Driver under any road traffic regulations such as (but not limited to) speeding infringements and speeding fines, tunnel, turning and bus lane charges and any associated fines; or for any breach of contract arising between the Driver and any relevant company or landlord during the Rental Period including but not limited to parking and clamping fines; compound charges and congestion charges.

5.6.2 If any such charges, fines or penalties arise and/or remain unpaid by the Customer or Driver and are sent to Europcar for payment by the relevant issuing authority or contracting party or landlord or if Europcar is required to provide information about the Driver to such authority or contracting party landlord (whether or not there is any unpaid charge) then the Customer consents to Europcar notifying such organisations of relevant details so that liability can be

transferred and, in addition to the amount of the penalty, the Customer shall pay a fee in the sum stated under Schedule 2 to this Agreement to cover Europcar's administration costs.

- 5.6.3 If, for whatever reason, a Vehicle is seized by any relevant authority or contracting party or landlord then the Customer is responsible for the payment of any civil penalty and restoration charges together with the Hire Charge for the period the Vehicle is unavailable for use.

5.7 **Personal Belongings**

- 5.7.1 The Customer acknowledges that any property placed within the Vehicle is there at the owner's risk and that Europcar has no responsibility for such property. The Customer shall ensure that there is no personal property in the Vehicle when it is returned to Europcar.
- 5.7.2 Any unclaimed property will be disposed of 3 months after the end of the Rental Period.

5.8 **Taxation matters**

- 5.8.1 It is the Customer's responsibility to take appropriate professional advice and ensure correct compliance for all taxation matters affecting the Customer in respect of this Agreement.
- 5.8.2 Europcar reserves the right to increase prices due to changes in UK tax law and practice (including but not limited to changes in corporation tax rates and capital allowances) which leads to increased costs to Europcar.

6. **EUROPCAR'S OBLIGATIONS**

6.1 **Vehicle management including:**

- 6.1.1 Delivery to any mainland UK location required by the Customer and, subject to clause 2.3.2.2, to locations in Scotland and Northern Ireland. Vehicles will be Delivered with at least ¼ tank of fuel.
- 6.1.2 All operational reports including P46 and P11d.
- 6.1.3 Full Road Fund Licence for all Vehicles.
- 6.1.4 Drivers' information document providing instructions for use of each Vehicle, as provided by the manufacturer.
- 6.1.5 Roadside assistance in the UK.
- 6.1.6 Servicing for mechanical faults covered under the manufacturer's warranty.
- 6.1.7 1 month reminder of expiry of the Rental Period.

7. **TITLE AND RISK IN A VEHICLE**

- 7.1 Risk in the Vehicle shall transfer to the Customer immediately upon Delivery and shall cease only when the Vehicle is permanently returned to Europcar in accordance with the provisions of clause 8 below on expiry or earlier termination of the Rental Period.
- 7.2 Title in the Vehicle shall not pass to the Customer.
- 7.3 Save as provided for in this Agreement the Customer shall not:
- 7.3.1 sell, offer for sale, assign, charge, pledge, hire out or loan the Vehicle or part with possession of it; or
- 7.3.2 place the Vehicle in jeopardy or permit it to be placed in jeopardy; or
- 7.3.3 allow any lien or encumbrance or other legal process to be applied to it; or
- 7.3.4 hold itself out as the owner or prospective owner of the Vehicle; or
- 7.3.5 assign the benefit of this Agreement or any interest in it; or
- 7.3.6 attempt or purport to do any of the foregoing. The Customer will fully indemnify Europcar in respect of any such occurrence

8. EXPIRY OF THE RENTAL PERIOD AND RETURN OF THE ADVANTAGE VEHICLE

8.1 The Advantage Vehicle must be returned on expiry or earlier termination of the Rental Period. If the Vehicle is not made available then the Customer shall indemnify Europcar for any costs it may incur as a result of the Customer's failure to return the Vehicle at the agreed time.

8.2 Return of the Advantage Vehicle prior to expiry of the Minimum Rental Period

8.2.1 The Customer shall provide Europcar with a minimum of 7 calendar days' notice if it wishes to return the Advantage Vehicle prior to expiry of the Minimum Rental Period.

8.2.2 Where the Customer arranges for the return of the Advantage Vehicle prior to the expiry of the Minimum Rental Period the Customer acknowledges that the Customer shall be liable for:

- 8.2.2.1 all Hire Charges up to and including the end of the month in which the Vehicle is returned or for the Minimum Rental Period (whichever is the greater); and
- 8.2.2.2 any other Ancillary Charges that may arise following permanent return of the Vehicle to Europcar; and
- 8.2.2.3 any parking fines or penalty charges that have arisen during the Rental Period or part-Rental Period but which do not become manifest until after termination.

8.3 Upon collection of a Vehicle by Europcar a representative of the Customer shall be available to complete a report as to the condition of the Vehicle. Such Vehicle condition report shall be signed by both of the attending parties.

8.3.1 The assessment of the Vehicle shall not include an inspection of the underbody. The Customer agrees and accepts that a separate underbody inspection will be conducted when the Vehicle is de-fleeted and any repairs necessary will be charged to the Customer;

8.3.2 If the Vehicle requires any other repairs following its return to Europcar to enable the Vehicle to meet the return Vehicle standards set out in Schedule 3 to this Agreement then the Customer indemnifies Europcar against all direct loss as a result.

8.4 The mileage of any Vehicle shall not exceed the Maximum Mileage during the Rental Period and the Customer shall use its best endeavours to procure that the Maximum Mileage is not exceeded.

8.4.1 If the Actual Mileage measured by the odometer is nearing the Maximum Mileage before the end of the Rental Period then the Customer must notify Europcar immediately.

8.4.2 If the Maximum Mileage is exceeded during the Rental Period then:

- 8.4.2.1 Excess Mileage Charges shall apply and shall be invoiced on expiry of the Rental Period. Such invoice shall become due and be payable in accordance with the provisions of clause 4.2 above; and
- 8.4.2.2 the Advantage Vehicle shall be returned to Europcar and a replacement Advantage Vehicle shall be made available. Such replacement Advantage Vehicle shall be supplied at the same Hire Charge and Inclusive Mileage Allowance for the balance of the Rental Period unless it is agreed in writing between the parties that a more appropriate pricing plan should apply.

9. TERM AND DURATION

This Agreement shall commence on the Commencement Date and shall continue in force for the Term unless terminated earlier in accordance with Clause 10 below.

10. TERMINATION

10.1 Either party may terminate this Agreement:

10.1.1 forthwith if the other party is in breach of any of its terms and in the event of a breach capable of remedy fails to remedy such breach within 30 days of receipt of written notice of that breach.

10.1.2 immediately on written notice if the other party has a receiver, administrator or administrative receiver appointed, or becomes the subject of a resolution petition or order for winding up or bankruptcy, or makes an assignment or an arrangement with its creditors (other than for the purposes of reconstruction) or goes into liquidation.

10.1.3 by giving to the other party a minimum of 3 months notice in writing in the event of a change in the ownership of that other party in respect of at least 50% of its share capital.

10.2 Europcar may terminate this Agreement forthwith if the Customer has failed to commence use of the Advantage Services within 3 months of the date of this Agreement.

10.3 Europcar may terminate this Agreement at any time by giving the Customer 3 months notice in writing.

10.4 In the event of early termination of this Agreement by reason of clause 10.1 then the Customer shall pay:

10.4.1 any Hire Charges and other sums payable up to the anticipated expiry date of the Rental Period;

10.4.2 any parking fines or penalty charges that may arise during any Rental Period but which do not become manifest until after termination

10.4.3 any Excess Mileage Charges that may be payable under the Agreement.

11. LIMITATION OF LIABILITY

11.1 Each party accepts liability for:

11.1.1 without limit, death or personal injury caused by its negligence or the negligence of its employees, subcontractors or agents;

11.1.2 fraud or fraudulent misrepresentation or willful default or any matter in respect of which it would be unlawful for the party to exclude or restrict liability;

11.1.3 other direct and proven loss or damage to property caused by its negligence or the negligence of its employees, subcontractors or agents in which case liability shall be limited in aggregate per annum to a maximum of £1,000,000 and shall also be limited per individual claim or series of related claims per annum to £1,000,000.

11.2 Subject to Clauses 11.1.1 and 11.1.2 no party shall be liable to the other whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, business or production (whether direct or indirect), or any indirect or consequential loss arising under or in connection with this Agreement.

11.3 Save for the liability set out in Clause 11.1 above, Europcar's maximum liability to the Customer arising out of its obligations under this Agreement shall be limited to 50% of the revenue received by it under this Agreement for the 12 months preceding the relevant cause of action.

12. CONFIDENTIALITY

12.1 The terms and conditions of this Agreement are confidential to the parties and shall not be disclosed to any third party other than Europcar's and/or the Customer's employees, agents, or sub-contractors who need to know the same for the performance of their duties.

- 12.2 Both parties shall treat as confidential (and shall ensure that any agent or sub-contractor keeps confidential) information disclosed to them, or of which they become aware, during the operation of this Agreement concerning the business, customers or affairs of the other party (the '**Disclosing Party**') or any other company associated with it.
- 12.3 At the request of the Disclosing Party the other party shall either surrender or destroy all such confidential information in whatever form including but not restricted to information stored on magnetic tape or computer disk and shall give to the Disclosing Party written confirmation of destruction.
- 12.4 Both parties undertake that they shall not and shall ensure that their employees, agents and sub-contractors do not use any confidential information other than to properly perform the Advantage Services.
- 12.5 The provisions of this Clause 12 shall be valid for the duration of this Agreement and for a period of two (2) years thereafter

13. DATA PROTECTION

- 13.1 For the purposes of this Clause 13 to the Agreement only the following terms shall have the ascribed meanings:
- 13.1.1 '**Act**' shall mean the Data Protection Act 1998
- 13.1.2 '**Personal Data**' shall have the meaning ascribed by the Act.
- 13.2 Europcar is acting as the Customer's Data Processor (as defined by the Act) and will only store the Personal Data supplied by the Customer under this Agreement to the extent necessary to assist Europcar in its provision and management of the Advantage Services and the maintenance and improvement of its administration. From time to time Europcar may seek the consent of an individual Driver to send marketing information to them directly in which case the parties to this Agreement acknowledge that Europcar will then be acting as a Data Controller (as defined by the Data Protection Act 1998).
- 13.3 Europcar is part of an international group and may from time to time securely share information relating to the Advantage Services with other companies in the group. This may include the Personal Data provided by the Customer under this Agreement.
- 13.4 Europcar may disclose the Personal Data supplied by the Customer to:
- 13.4.1 its service providers, agents and authorities for the purposes set out in clause 13.2; and
- 13.4.2 credit reference agencies, DVLA, HM Revenue & Customs, the police, the British Vehicle Rental & Leasing Association, debt collectors and any other relevant organisation that, in Europcar's reasonable opinion, may have a legitimate requirement for the information.

14. GENERAL

14.1 Dispute Resolution

- 14.1.1 In the event of any dispute arising between Europcar and the Customer in connection with this Agreement or its terms, then the parties shall attempt to settle such dispute in good faith by negotiation and without recourse to legal proceedings.
- 14.1.2 If the parties are unable to resolve such dispute within 15 working days of initial discussions taking place between the parties then either party may request the other in writing that the matter be referred to senior representatives of the parties with authority to resolve the dispute. Such senior representatives shall attempt to resolve the dispute within 15 working days of the written request.

- 14.1.3 If the dispute is not resolved by the senior representatives of the parties or if no meeting occurs between them within the prescribed time periods then the dispute will be referred to mediation in accordance with the Centre for Dispute Resolution ('CEDR') Model Mediation Procedure.
- 14.1.4 Unless otherwise agreed between the parties, the mediator will be nominated by CEDR and the mediation will take place not later than 28 working days after the mediation has been initiated.
- 14.1.5 If the dispute is not resolved within 10 working days of the commencement of the mediation, then the parties may litigate the matter.
- 14.1.6 Notwithstanding the preceding provisions of this clause 14.1 nothing in this Agreement shall preclude either party from making an application to the Court for injunctive relief or to issue proceedings against the other in the event of the imminent expiry of a limitation period.
- 14.2 Intellectual Property Rights**
- Neither party shall be entitled to use any trademark, trade name, design, logo or any other intellectual property rights belonging to the other without that party's prior written consent
- 14.3 Publicity**
- Neither party shall advertise or publicly announce the relationship created by this Agreement without the prior written consent of the other. Such consent shall be subject to the agreement of the parties to the content of such advertisement or announcement.
- 14.4 Force Majeure**
- 14.4.1 The parties agree that neither shall be liable to the other for delays, costs, losses, or expenses of any nature or matter that would have been an event of default if not caused by circumstances beyond its reasonable control including but not limited to fire, flood, tempest, storm, war, explosion, strike, labour dispute, vehicle supply shortages, action of any government or governmental agency, or Act of God.
- 14.4.2 If either party is affected by such force majeure event it shall promptly notify the other party of the nature and extent of the circumstances and will make reasonable endeavours to mitigate the effects of such event on the performance of its obligations under this Agreement.
- 14.5 Assignment and Sub-contracting**
- 14.5.1 Neither party shall assign or transfer the whole or any part of this Agreement without the prior written consent of the other.
- 14.5.2 Europcar shall have the right at its discretion to sub-contract the provision of the Advantage Services to a reputable sub-contractor PROVIDED that such sub-contractor performs the Advantage Services to the same standard as Europcar under the terms of this Agreement.
- 14.6 Protection of Assets**
- To protect its assets and to prevent and detect crime Europcar may use electronic devices in its Advantage Vehicles to enable it to track the Vehicle's movements. This information may be used both during and after expiry of the Rental Period.
- 14.7 Notices**
- Official notices and correspondence in connection with this Agreement shall be addressed to each party's respective registered office mentioned above or to such other address as the party has designated to receive such notices. Notices are deemed given:

14.7.1 on the date on which they are delivered, whether personally or by expedited delivery service;

14.7.2 on the date transmitted by facsimile; or

14.7.3 four days after mailing.

14.8 **Non-Solicitation**

The Customer shall not, either directly or via any third party, throughout the continuation of this Agreement in any way attempt to solicit any person in the employ of Europcar.

14.9 **Variations and Entire Agreement**

14.9.1 This Agreement together with its Appendices constitutes the entire Agreement and supersedes prior discussions, negotiations, proposals, understandings or representations.

14.9.2 No modification of this Agreement shall be binding on either party unless made in writing and signed by an authorised representative of each party.

14.10 **Waivers**

Any failure by either party to insist upon the performance of any terms of this Agreement or to exercise any of its rights shall not be construed as a waiver by such party and this Agreement shall remain in force notwithstanding such failure.

14.11 **Headings**

The headings in this Agreement shall not affect its interpretation and words importing the singular shall include the plural and vice versa and words incorporating the masculine shall include the feminine and vice versa and the Schedules to this Agreement constitute an integral part hereof

14.12 **Law and Jurisdiction**

This Agreement shall be subject to English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

Schedule I

Example Rate Card

The following table is an example of the information that will be made available in the Rate Card at the time the Customer wishes to place an order for an Advantage Vehicle. Vehicle makes and model, costs and attributes will be subject to change.

Model	Fuel Type	Trans	SIPP Code	1000 miles / 28 days	2000 miles / 28 days	2500 miles / 28 days	2800 miles / 28 days	Excess Mileage (per mile)	Maximum Mileage	BT 	Sat Nav	P11D Value	CO ₂ (g/km)
				Daily Rate	Daily Rate	Daily Rate	Daily Rate						
Vauxhall Astra 5dr Hatch 1.4T Techline 100PS	P	M	JCDR	£X.XX	£X.XX	£X.XX	£X.XX	£0.XX	24,000	Y	Y	£X.XX	124
Vauxhall Astra 5dr Hatch 1.4T SRi Nav 150 PS	P	M	GDBR	£X.XX	£X.XX	£X.XX	£X.XX	£0.XX	24,000	Y	Y	£X.XX	128
Vauxhall Insignia 5dr Hatch 1.6CDTi Design Nav 136 PS	D	M	GDNR	£X.XX	£X.XX	£X.XX	£X.XX	£0.XX	24,000	Y	Y	£X.XX	99
Vauxhall Insignia 5dr Hatch 2.0CDTi SRi Nav 170 PS	D	M	HFMR	£X.XX	£X.XX	£X.XX	£X.XX	£0.XX	24,000	Y	Y	£X.XX	118
VW Golf 1.6 TDI 110PS Match Edition 5 Door	D	M	WFMR	-	£X.XX	£X.XX	£X.XX	£0.XX	15,000	Y	Y	£X.XX	99
VW Golf 1.6 TDI 110PS DSG Match Edition 5 Door (Auto)	D	A	WFAR	-	£X.XX	£X.XX	£X.XX	£0.XX	15,000	Y	Y	£X.XX	102
VW Passat 2.0 TDI 150PS SE Business Estate	D	M	JEBR	-	£X.XX	£X.XX	£X.XX	£0.XX	15,000	Y	Y	£X.XX	107
Mercedes A200d AMG Line (Auto)	D	A	JDAR	-	£X.XX	£X.XX	£X.XX	£0.XX	15,000	Y	Y	£X.XX	103
Mercedes C220d SE Saloon (Auto)	D	A	WDAR	-	£X.XX	£X.XX	£X.XX	£0.XX	15,000	Y	Y	£X.XX	112
Mercedes E220d SE Saloon (Auto)	D	A	XCAR	-	£X.XX	£X.XX	£X.XX	£0.XX	15,000	Y	Y	£X.XX	105
Toyota Auris Hybrid BE Estate (Auto)	P	A	JFAR	£X.XX	£X.XX	£X.XX	£X.XX	£0.XX	40,000	Y	Y	£X.XX	83
Nissan Qashqai 115 DIG-T N-Connecta + Comf pack	P	M	WFNR	-	£X.XX	£X.XX	£X.XX	£0.XX	40,000	Y	Y	£X.XX	129
Nissan Qashqai 110 DCI N-Connecta + Comf pack	D	M	WSBN	-	£X.XX	£X.XX	£X.XX	£0.XX	40,000	Y	Y	£X.XX	99
Nissan Qashqai 110 DCI Tekna + s/roof + leather	D	M	WSBR	-	£X.XX	£X.XX	£X.XX	£0.XX	40,000	Y	Y	£X.XX	103

P = Unleaded Petrol | D = Diesel | M = Manual | A = Automatic | BT = Bluetooth

- Rates are per day, excluding VAT
- Vehicles are covered by the Customer's own insurance
- Rates are subject to change
- Rentals of less than 28 days will be charged for a minimum of 28 days

Advantage Services Agreement

Ref: 453G/5/3/17 | Advantage Master Hire Agreement [fin 130417]

Schedule 2

Ancillary Charges

Ancillary Service	Charge	Description
Road Fund Tax	Inclusive	Included in the Hire Charge
Excess Mileage	See Rate Card	There is an Inclusive Mileage Allowance per 28 day period included in the Hire Charge. Any mileage that exceeds this Inclusive Mileage Allowance will result in an Excess Mileage Charge shown in the Rate Card
Refuelling on return of the Vehicle	£0.40	Per litre administration charge plus the cost per litre commensurate with the price for diesel and unleaded petrol (whichever shall apply) quoted in Fleet News at the time the Vehicle is returned to Europcar at the end of the Rental Period.
Delivery or Collection To Business &/or Home address during business hours Mon-Fri (AM/PM slots)	£50.00	Delivery is included in the Hire Charge. A Collection charge will be applied to any Vehicle with a Rental Period of less than 84 days duration.
Abortive Delivery and Collection	£30.00	Per incident
Use Outside UK	£58.33	Per instance (advance notice required before leaving UK). NB: Overseas usage is not allowed on Mercedes Benz models
Lost Or Damaged or Stolen Key Charge	£116.67	Per occasion of Lost or Damaged or Stolen Key
Parking Charges Tolls & Fines Administration Charge	£30.00	Per Incident. (N.B. All congestion/toll fees and parking charges are the responsibility of the Customer throughout the entire Rental Period.)
Claims Processing Fee	£50.00	Not subject to VAT

Unless otherwise stated all Ancillary Charges are subject to VAT at the prevailing rate

Schedule 3

Vehicle Return Conditions

1. RETURN OF VEHICLE INSPECTION

The purpose of the inspection is to ensure that the Vehicle meets the required standards of de-fleet, as specified in this Schedule 3. Vehicles must be presented in a clean condition internally and externally and with the same level of fuel in it as when it was Delivered.

2. ACCIDENT DAMAGE NOTIFICATION

All accident damaged Vehicles must be repaired by a repairer approved by Europcar.

3. MINIMUM RETURN STANDARDS

The following standards assume that Vehicles are complete, structurally sound, all mechanical and electrical components are in working order and that the Vehicle complies with all current construction and use legislation.

3.1 Body & Paint

3.1.1 Acceptable

3.1.1.1 Minor body dents, typically those caused by door-to-door contact, provided that:-

3.1.1.1.1 Less than 25mm (1") in diameter - maximum 1 dent per panel to a maximum of 3 per Vehicle.

3.1.1.1.2 Access to Cold Dent Repair / Smart Repair

3.1.1.1.3 Not caused paint to crack or flake

3.1.1.2 Light surface scratches not through the top coat which will be removed by polishing/touch up.

3.1.1.3 Stone chips up to 2mm, if not rusty, to a maximum of 5 per panel.

3.1.1.4 Touch in repairs to a standard that matches the existing colour of the Vehicle.

3.1.1.5 Previous repairs to an acceptable standard.

3.1.2 Not Acceptable

3.1.2.1 Paint and body work carried out by a repairer not approved by Europcar.

3.1.2.2 Dents on swage lines, folded edges and insufficient access to cold dent repair.

3.1.2.3 Previous body repairs and paint rectification will be rejected if evidence of poor colour match, ripples, preparation marks, visible overspray, masking lines or excessive dirt in paint, dents on panels 25mm (1inch), or greater in diameter.

3.1.2.4 All paint chips greater than 2mm. All paint chips over 5 per panel.

3.1.2.5 Industrial/chemical fall out or other forms of contamination such as bird lime.

3.1.2.6 Scratches that penetrate the top coat, and will not easily polish out.

3.1.2.7 Body panel misalignment.

3.1.2.8 Underbody damage affecting the structural integrity of Vehicle or warranty.

3.1.2.9 Damaged aerals.

Schedule 3

Vehicle Return Conditions

3.2 Bumpers & Body Mouldings

3.2.1 Acceptable

- 3.2.1.1 Scuff marks up to 75mm (3 inches) which do not break the paint or adversely affect the overall appearance of the Vehicle.

3.2.2 Not Acceptable

- 3.2.2.1 Discoloured, loose, cracked, distorted, gouged or split bumpers and mouldings that require replacement, plastic welding or painting.
- 3.2.2.2 Dented bumpers and/or any dents penetrating through to the base material - where painted.
- 3.2.2.3 Repairs not conforming to original finish and specification.

3.3 Tyres & Wheels

3.3.1 Acceptable

- 3.3.1.1 Vehicle must have matching tyres of the same brand, size, type and wheels on each axle (on both axles for four wheel drive Vehicles). Replacement tyres must be of the same quality as the originals and of a known reputable brand.
- 3.3.1.2 Scuffed sidewalls which can be cleaned. Minor kerb damage that does not affect the tyre seating up to 25mm.
- 3.3.1.3 Light scuffs to wheel trims.
- 3.3.1.4 Alloy wheels - minor damage which could be repaired without removing the wheel.
- 3.3.1.5 All Vehicles must be returned complete with spare wheel, which must be of matching type and quality as the others or, space saver spare wheel if provided with Vehicle.

3.3.2 Not Acceptable

- 3.3.2.1 Tyres showing uneven wear indicating steering damage, i.e. tyre tread feathering.
- 3.3.2.2 Remoulds and other sub-standard tyres.
- 3.3.2.3 Any gouge or crack, cut, torn, plugged tyre side wall.
- 3.3.2.4 Less than 3mm tread depth remaining across the centre 75% of the tyre width on all tyres including the spare.
- 3.3.2.5 Cracked or distorted wheel trims.
- 3.3.2.6 Damage to alloy wheels causing rim distortion or gouging.

3.4 Glass

3.4.1 Acceptable

- 3.4.1.1 A maximum of 3 chips per windscreen, of less than 5mm providing they do not obscure the Driver's line of vision.
- 3.4.1.2 Windscreen 'smart' repairs must comply with current M.O.T. legislation.

Schedule 3

Vehicle Return Conditions

3.4.1.3 Lenses with minor chips which do not detract from the overall appearance of the Vehicle or affect the efficiency of the lamp.

3.4.2 Not Acceptable

3.4.2.1 Scratches and cracks in glass or stone chips with signs of cracking.

3.4.2.2 Chips greater than 5mm.

3.4.2.3 Incompatible window etchings.

3.4.2.4 Lenses with chips and cracks.

3.5 **The Interior**

The interior must be in good standard condition, commensurate with the age and mileage of the Vehicle.

3.5.1 Acceptable

3.5.1.1 Normal wear and tear to carpets, trim, upholstery etc.

3.5.1.2 Seat cover/trim repairs to a high standard.

3.5.1.3 High quality texture repairs or colour matching plugs resulting from the removal of telephone/accessory equipment.

3.5.2 Not Acceptable

3.5.2.1 Burns to trim, seat covers, headlining and floor coverings.

3.5.2.2 Stains or discoloration of a permanent nature. All other stains must be removed.

3.5.2.3 Tears, cuts, rips and holes through seat covers, headlining and floor coverings.

3.5.2.4 All broken or damaged interior mouldings, panels and components.

3.5.2.5 Holes resulting from the removal of telephone/accessory equipment.

3.5.2.6 Cigarette smoke or excessive pet odour.

3.5.2.7 Spare keys, transmitters and codes, alarm system, locking wheel nuts, handbook, service books must be complete and left in the Vehicle. If such items are missing at de-fleet then the Customer will be charged for their replacement cost.

3.6 **In-Car Audio Equipment and Satellite Navigation Units**

All Vehicles shall be returned with

3.6.1 *in-car audio equipment*. Should it be necessary to replace a unit through breakage or theft then it should be of the same quality and specification as the original.

3.6.2 *In-car satellite navigation units and associated SIM cards*. Should it be necessary to replace a unit through breakage or theft and/or any SIM cards through loss, damage or theft then it should be of the same quality and specification as the original equipment supplied with the Vehicle at the start of the Rental Period.

Schedule 3

Vehicle Return Conditions

3.7 Spurious Parts & Substituted Items

Wherever replacement parts have been necessary, genuine parts should have been used.

3.8 Service Details

All Vehicles must be serviced in accordance with manufacturer's instructions at an approved centre.

3.9 Vehicle Options & Accessories

All Vehicle options and accessories supplied with the Vehicle must be on board and working correctly.

If such items are missing or not working at de-fleet the Customer will be charged for their replacement cost.

Schedule 4

Procedure for reporting Accident / Incident / Theft

1. In the event of theft or Accidents

1.1 **If a Vehicle has been stolen notify the Police immediately.** The Customer should make a note of the crime number provided by the police

1.2 All accidents/incidents/thefts must be reported **as soon as possible** to

First Call Assist on 0800 0280999

1.3 Repairs

1.3.1 If required Europcar will arrange repairs to the Vehicle.

1.3.2 If the Vehicle is immobile Europcar will arrange for it to be transported to the nearest approved accident repair centre; or

1.3.3 If the Vehicle is mobile Europcar will arrange a convenient time and date to collect the Vehicle.

1.3.4 If a stolen Vehicle is returned the Customer must notify Europcar immediately and it will arrange for the Vehicle to be inspected and for any damage to be repaired.

1.4 Authorisation

1.4.1 Authorisation to proceed with repairs will be given by Europcar.

1.4.2 The Vehicle will be repaired as soon as possible by Europcar's approved repairer who will arrange the return of the Vehicle to the Customer.

1.5 Costs

1.5.1 The costs of accident repairs will initially be paid by Europcar who will then invoice the Customer

1.5.2 If the Vehicle is stolen or is deemed a write-off the Customer will be invoiced for the full written down value of the Vehicle as it stands on Europcar's balance sheet minus the value obtained for the salvage where appropriate. Europcar

1.6 Replacement Vehicle

If at any time the Customer wishes to hire a replacement Vehicle for any period of repairs then this can be arranged subject to the terms of a standard short-term hire agreement.

2. In the event of a Breakdown

2.1 Contact the Vehicle's roadside assistance provider (AA, RAC, Greenflag, Mondial) whose telephone number can be found either on the back of the road fund disc holder or in the Vehicle operating pack supplied by Europcar.

2.2 Repairs

If the Vehicle cannot be repaired at the place of breakdown then the Vehicle and the Driver will be taken to the nearest approved repairer. Arrangements will be made for a replacement Vehicle if required.

Schedule 4

Procedure for reporting Accident / Incident / Theft

2.3 Authorisation

2.3.1 Authorisation to proceed with repairs will be given by Europcar.

2.3.2 Once the repairs are complete the Vehicle will be returned to the Customer by the repairer.

2.4 Costs

2.4.1 If the Vehicle breaks down due to a mechanical fault Europcar will cover the costs of the repair. If the Vehicle breaks down due to neglect or abuse from the Driver, the costs of the repair will be forwarded to the Customer.

2.4.2 If the Customer uses the breakdown service for any Driver induced fault a fee of £85 will be rendered.

Signatures

IN WITNESS WHEREOF this Agreement has been entered into the day and year first above written

Signed for and on behalf of
EUROPCAR GROUP UK LIMITED

Name:
Position:
Date:

Signed: _____

Signed for and on behalf of
[CUSTOMER NAME] LIMITED

Name:
Position:
Date:

Signed: _____