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1. PREAMBLE

- 1.1. Ubeeqo UK Ltd, registered in England and Wales under company number 07789666 with a registered office at Unit 8.G, The Leather Market, Weston Street, London, SE1 3ER (hereinafter "**Ubeeqo**" or '**we**' or '**us**') offers a car sharing service via the Ubeeqo Website, offering you self-service reservation of car sharing Vehicles (hereinafter "**Ubeeqo Car Sharing Service**").
- 1.2. Reservation of car sharing Vehicles is offered to consumers ('**individuals**') for personal use and companies ('**legal entity(ies)**') for professional use (together '**Customer(s)**').
- 1.3. All Vehicles shall be rented directly from Ubeeqo.

2. DEFINITIONS

In these subscription and rental terms and conditions ("**Rental Terms**"), the following terms will have the meaning given to them below.

Accessories	All items (some of which are optional) which may be supplied with the Vehicle, including but not limited to mobile GPS, radio, badge reader, spare wheel and, where relevant, recharging cable (only for electric Vehicles).
Assistance	The Ubeeqo partner company which provides assistance services to Customers in the event of breakdown or accident.
Authorised Driver	<p>You or any other person that is entitled to drive a Vehicle which you have rented in your name and on your account and for whom you accept responsibility. Such Authorised Driver is authorised by both Ubeeqo and by you.</p> <p>You guarantee compliance with these Rental Terms by all Authorised Drivers that you register under your Subscription.</p>
Badge	A near field communication (NFC) enabled card that is compatible with Ubeeqo Car Sharing technology which provides you with access to the Vehicle at the start of the reservation if you cannot access the Vehicle via your mobile phone. This Badge may be your company access badge or an individual access badge and is issued upon request via customer services.
Customer, you or your	A customer of the Ubeeqo Car Sharing Service, being an individual or legal entity, that has taken out a Subscription for use of the Ubeeqo Car Sharing Service.
Departure Car Park	The parking area reserved for the Vehicle at the start of the rental.
Excess amount	The maximum amount which you will be charged in respect of any damages which may occur during your rental of the Vehicle subject to compliance with and in the absence of any serious violation by you or the Authorised Driver of applicable road traffic laws or regulations and these Rental Terms,. This amount is stipulated during the reservation process.
Normal Wear and Tear	<p>Normal wear and tear is damage that naturally and inevitably occurs as a result of wear on or the ageing of the Vehicle. We regard the following items as Normal Wear and Tear rather than damage. These will therefore not be recorded and you will not be charged for the cost to repair them.</p> <p><i>Body & paintwork</i></p>

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- A small area of stone chipping (up to 5mm) and light surface scratching (up to 25mm) typical of everyday use is acceptable.

- A small dent (up to 10mm) is acceptable: unless it has broken the paintwork or is on the swage line (side mouldings). (Size of a 10p/cent coin)

Glass & light units

- Small glass chips (under 5mm) are acceptable to windscreens and headlamps.

Interior & luggage area

- Normal interior wear through everyday use is acceptable. You will be charged for any damage including rips and tears or for anything that is broken or missing, for the removal of any permanent stains or for smoking.

Wheels & tyres

- Tyres should have no obvious damage caused through kerbing or abuse.

- Wheel Rim and Wheel Trim scuffing (up to 40mm total area is acceptable) excluding main wheel body scuffing or wheel distortion.

General Terms of Use	The General Terms of Use of the Ubeeqo Website which can be found here .
Rental Terms	These Subscription and Rental Terms and Conditions.
Return Car Park	The parking area reserved for the Vehicle at the end of the rental period when different from the Departure Car Park.
Subscription	<p>The different subscription offers necessary to access the Ubeeqo Car Sharing Service involving (or not) a fixed sum to be paid by you periodically.</p> <p>Subscribe &/or Subscribing shall be similarly construed.</p>
Subscription Activation Date	The date the Subscription starts.
Ubeeqo Car Sharing Box	The terminal in the Vehicle's glove compartment allowing you to (i) contact the customer service department; (ii) terminate the rental by replacing the key in the Ubeeqo Car Sharing Box; or (iii) extend the reservation if the Vehicle is not already reserved by a third party.
Ubeeqo Car Sharing Service	The car sharing Vehicle rental service provided by Ubeeqo and subject to these Subscription and Rental Terms.
Ubeeqo Website	The website http://www.ubeeqo.com/en-gb , the website www.mobilities.com and, where applicable, the Ubeeqo mobile app.
Vehicle	A car sharing vehicle provided for rent by Ubeeqo. Details of the categories of Vehicle available will be provided when you make a reservation to rent a Vehicle.
Vehicle Documents	All documents that are present in the Vehicle comprising: the Vehicle registration certificate or its copy, the insurance certificate or its copy, the fuel card and the Ubeeqo Car Sharing Service user guide.

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3. OBJECT – APPLICATION SCOPE:

- 3.1. These Rental Terms apply to any Customer or an Authorised Driver of the Ubeeqo Car Sharing Service renting a Vehicle from Ubeeqo.
- 3.2. These Rental Terms apply in addition to the General Terms of Use governing use of the Ubeeqo Website and which can be found [here](#). In the event of contradiction between the two sets of Terms the parties agree that these Rental Terms shall prevail.
- 3.3. These Rental Terms are subject to change at any time, those applicable to your Subscription are those in force on the date you Subscribe via the Ubeeqo Website and which may be amended from time to time in accordance with the modification process described below.
 - 3.3.1. In the event that Ubeeqo wishes to modify the Rental Terms during your Subscription, we will inform you in writing and the modification will come into effect fourteen (14) days from the date of the letter (the '*modification effective date*').
 - 3.3.2. Whilst you have the right to terminate your Subscription within one (1) month of the *modification effective date* the said modification will be deemed to apply to any rentals you may undertake following the *modification effective date*.
 - 3.3.3. If you choose to exercise your right to terminate your Subscription in these circumstances you will be reimbursed for any unused Subscription period by transfer to the bank card registered to your account. Termination will take effect on the date Ubeeqo receives your termination letter.
- 3.4. The Rental Terms are accessible in the "Offer" section of the Ubeeqo Website. You should print them out, familiarise yourself with them and retain a copy (and any subsequent modification of them) for your records as they will govern your use of the Ubeeqo Car Sharing Service.
- 3.5. By Subscribing to the Ubeeqo Car Sharing Service, you acknowledge and agree that subject to paragraph 3.3.2 above you fully and unreservedly accept the prevailing Rental Terms.

4. SUBSCRIPTION

4.1. Subscription conditions

- 4.1.1. **If you are an individual**, you may take out a Subscription provided you meet the following conditions:
 - 4.1.1.1. you have opened an Ubeeqo account in accordance with the General Terms of Use;
 - 4.1.1.2. you have successfully completed the Subscription procedure set out in article 4.2 below;
 - 4.1.1.3. you are up to date with all payments due to Ubeeqo under any previous contract (if any);
 - 4.1.1.4. you procure that all Authorised Drivers that you register under your Subscription have read these Rental Terms and confirm their commitment to abide by them when using a Vehicle;
 - 4.1.1.5. both you and any Authorised Driver (if applicable) have provided all documents requested by Ubeeqo including:
 - 4.1.1.5.1. copy of your driving licence;
 - 4.1.1.5.2. copy of your passport/identity card; and
 - 4.1.1.5.3. any other document requested at the time of Subscription.
 - 4.1.1.6. you hold and have supplied details of a Visa, MasterCard or American Express debit or credit card registered in your name.

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- 4.1.1.7. you will pay all sums due in respect of the use of Vehicles by any Authorised Drivers with the exception of sums due in violation of traffic laws which will be payable by the Authorised Driver (see article 6.5 below).
- 4.1.2. **If you are a legal entity** and you want your Authorised Drivers to be able to use the Ubeeqo Car Sharing Service for business purposes then the following conditions must be met:
- 4.1.2.1. you have concluded a separate contract with Ubeeqo;
- 4.1.2.2. you have opened an Ubeeqo account as well as a sub-account in accordance with the General Terms of Use for each person you appoint as an Authorised Driver;
- 4.1.2.3. Each person that you designate to be an Authorised Driver has acknowledged and accepted the terms of these Rental Terms and have confirmed their commitment to abide by them when using a Vehicle;
- 4.1.2.4. you are up to date with all payments due to Ubeeqo under any previous contract;
- 4.1.2.5. each Authorised Driver has provided all documents requested by Ubeeqo including:
- 4.1.2.5.1. copies of their driving licences;
 - 4.1.2.5.2. copy of their passports/identity cards; and
 - 4.1.2.5.3. any other document requested by Ubeeqo at any time;
- 4.1.2.6. you have provided us with the details of a debit or credit card or bank account in your name that you intend to be the primary means of payment for use of the Vehicles.
- 4.1.2.7. You will pay all sums due in respect of the use of Vehicles by the Authorised Drivers with the exception of sums due in violation of traffic laws which will be payable by the Authorised Driver (see article 6.5 below).

4.2. Procedure for Subscribing to the Ubeeqo Car Sharing Service as an individual

4.2.1. Identification

- 4.2.1.1. You must identify yourself by entering your email address and password. If you have not yet created your Ubeeqo account, you must do so in accordance with the General Terms of Use.
- 4.2.1.2. **If you live in the UK:** before we can let you drive a Vehicle, in addition to providing photographic ID (i.e. driving licence or passport), we may
- 4.2.1.2.1. verify your identity and home address by using a third party authentication checking system. Depending on the results of the check we may need you to provide paper-based proof of identity (such as a utility bill or bank statement that shows your home address) that is less than 3 months old on the date you pick up the Vehicle; and
 - 4.2.1.2.2. undertake checks for the purpose of preventing fraud and money laundering. This may include checking your accident claims and motor vehicle history via a third party fraud prevention and detection database service.

When we and third party fraud prevention agencies/providers process your data for these purposes, we do so on the basis that we have a legitimate interest in preventing and detecting fraud and verifying your identity before providing you with a Vehicle. If you pass this check **and** your identity and home address is successfully verified then we can let you drive a Vehicle but if you fail this check you won't be able to drive a Vehicle irrespective of whether your identity and home address is successfully verified.

- 4.2.1.3. **If you live outside the UK:** then in addition to photographic ID (ID card or passport) we will require

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proof of your home address (such as a utility bill or bank statement) and contact details within the UK. If you can't provide such information when we ask you for them you won't be able to drive a Vehicle.

4.2.2. *Choice of Subscription and payment*

4.2.2.1. If you wish to Subscribe, then simply select your choice of Subscription from the various options presented the first time you reserve the Ubeeqo Car Sharing Service.

4.2.2.2. The price and available payment methods will be displayed before you are directed to the payment page hosted by a third party provider.

4.2.3. *Confirmation email*

4.2.3.1. You will receive confirmation by email together with all your Subscription details.

4.2.3.2. Ubeeqo reserves the right to refuse the Subscription in the event of you providing inaccurate data or information or breach of any of your obligations set out in these Rental Terms or the General Terms of Use and, more generally, to refuse any Subscription which Ubeeqo believes to be unusual or dishonest.

4.2.3.3. Your Subscription and confirmation email constitute the contract between you and us. You should therefore check that you have received it and to contact the customer services department in the event of any difficulty (see article 19 below).

4.3. **Your cancellation right**

4.3.1. **If you are an individual**, you benefit from a cancellation right of fourteen (14) days from the Subscription Activation Date. You can exercise your cancellation right and notify us of your intention by completing and submitting the cancellation form (see **Appendix 1** to these Rental Terms) or any other unambiguous cancellation declaration to:

4.3.1.1. our registered office address as follows: Ubeeqo UK Ltd, Unit 8.G, The Leather Market, Weston Street, London, SE1 3ER and marked for the attention of the Customer Service Team Captain; and

4.3.1.2. by email to customer@ubeeqo.com, and marked for the attention of the Customer Service Team Captain.

4.3.2. If the fourteen (14) day cancellation period expires on a Saturday, Sunday or public holiday or non-working day then it will be extended until the next working day.

4.3.3. If you decide to exercise your cancellation rights then:

4.3.3.1. PROVIDED YOU HAVE NOT RENTED A VEHICLE, we will reimburse all sums you have already paid within fourteen (14) days of the date we receive your cancellation notice. We will make the reimbursement to the same means of payment you used to Subscribe unless you explicitly agree to a different method; or

4.3.3.2. IF YOU HAVE ASKED TO RENT A VEHICLE DURING THE CANCELLATION PERIOD and your cancellation period expires during the rental period then,

4.3.3.2.1. we will not refund the rental amount; and

4.3.3.2.2. we will retain an amount in respect of the Subscription that corresponds to the Ubeeqo Car Sharing Service we have provided up until the moment when you completed your cancellation notice.

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If you are a legal entity, you do not have any cancellation rights other than those which may be incorporated into the separate contract that subsists between us.

5. RENTING A VEHICLE

5.1. Vehicle rental conditions

The Authorised Driver of a Vehicle must meet the following conditions:

- 5.1.1. be an individual aged at least 21 years old with full legal capacity;
- 5.1.2. for Authorised Drivers who are citizens of:
 - 5.1.2.1. the EUROPEAN ECONOMIC AREA OR SWITZERLAND: have held a valid national driving licence for at least twenty-four (24) months giving entitlement to drive the Vehicle; and
 - 5.1.2.2. the UNITED KINGDOM: have held a valid and full driving licence for at least twenty-four (24) months prior to the start of the rental period and carrying no more than six (6) penalty points; and
 - 5.1.2.3. ALL OTHER COUNTRIES: hold a valid national driving licence with photograph and a valid international driving licence giving entitlement to drive the Vehicle; andin addition, generally
 - 5.1.2.4. not have been found guilty of driving under the influence of alcohol or drugs within the previous five (5) years;
 - 5.1.2.5. not to have any unspent material endorsements;
 - 5.1.2.6. not have had more than two (2) at-fault accidents during the previous three (3) years.
- 5.1.3. You guarantee compliance with the above-mentioned conditions by all Authorised Drivers (including yourself if you are an individual) reserving a Vehicle under your Subscription.
- 5.1.4. If, during the term of the Subscription, the conditions set out above are not, or are no longer, met then
 - 5.1.4.1. you undertake to inform us as soon as possible (see article 19); and
 - 5.1.4.2. the Authorised Driver will no longer be authorised to use the Ubeeqo Car Sharing Service. If you are the only Authorised Driver then the Subscription will be automatically terminated under the conditions of article 13 of these Rental Terms and you will be reimbursed for the unused term of the Subscription on a pro rata basis.

5.2. Vehicle rental procedure

If you are an individual you must identify yourself by logging in to your Ubeeqo account on the Ubeeqo Website.

If you are a legal entity then the Authorised Driver must identify him/herself by logging in to his/her Ubeeqo sub-account on the Ubeeqo Website.

5.2.1. Making a reservation to rent a Vehicle,

You or the Authorised Driver must make a Vehicle reservation on the Ubeeqo Website by following the procedure set out below.

5.2.2. To be valid, the Vehicle reservation must specify:

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- 5.2.2.1. The dates and times of collection and return of the Vehicle;
- 5.2.2.2. The Departure and Return Car Park;
- 5.2.2.3. The selected category of Vehicle, subject to availability;
- 5.2.2.4. The selected mileage package, where relevant.
- 5.2.3. After confirmation of payment for the reservation the Authorised Driver will receive an email confirming the reservation and including all details (particularly information relating to the category of Vehicle reserved).
- 5.2.4. This information will be sent again by SMS before the start of the rental period to the mobile telephone of the Authorised Driver.
- 5.2.5. When collecting the Vehicle the Authorised Driver may be asked to confirm that he/she holds a valid driving licence.
- 5.2.6. Ubeeqo reserves the right to refuse a Vehicle reservation in the event of breach of any of your obligations and, more generally, if, in our absolute discretion, we believe the reservation to be unusual, risky or dishonest.
- 5.2.7. An Authorised Driver may only reserve one single Vehicle within the same time slot.

5.3. Changes to or cancellation of Vehicle rental

5.3.1. *By you or the Authorised Driver*

- 5.3.1.1. If you or the Authorised Driver (whichever applies) wish to amend the reservation of a Vehicle, either to extend, reduce or cancel the booking, then it may be amended **before the return time for the Vehicle** either by clicking the reservation's "Modify" button on the Ubeeqo Website or by using the Ubeeqo Car Sharing Box service. The cost to amend the reservation (whichever amendment applies) is set out on the Fees and Costs Guide.
- 5.3.1.2. In the absence of any amendments under the conditions set out above or if you or the Authorised Driver do not return the Vehicle to the agreed location (Departure Car Park or Return Car Park) and/or at the time agreed, you will be considered to have returned the Vehicle late and will be liable for the costs set out in the Fees and Costs Guide.
- 5.3.1.3. If you or the Authorised Driver (whichever applies) wish(es) to cancel the rental of a Vehicle, it may be cancelled **before the start of use of the Vehicle** by clicking the reservation's "Cancel" button. The cost to cancel the reservation is set out in the Fees and Costs Guide. For the avoidance of doubt you do not benefit from a cancellation right by law under these Rental Terms.

5.3.2. *By Ubeeqo*

If, after confirmation of your reservation, the reserved Vehicle is not available then, as soon as is reasonably practicable, we will endeavour to supply:

- 5.3.2.1. a similar or higher category of Vehicle at no extra charge; or
- 5.3.2.2. a lower category of Vehicle in which case you will be offered a discount on your rental.

If, despite our reasonable endeavours, we are unable to source and supply a suitable alternative Vehicle that is available within one hour of your confirmed departure time, you will be reimbursed with the cost of your reservation.

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6. USING A VEHICLE

6.1. Access to the Vehicle

Once the reservation is validated and confirmed by Ubeeqo, the Authorised Driver may, on the agreed date and time and in the Departure Car Park, open the Vehicle either:

- 6.1.1. by presenting a Badge to the Vehicle's badge reader; or
- 6.1.2. by clicking the "Activate my reservation" icon, either via the mobile version of the Ubeeqo Website or using its mobile app; or
- 6.1.3. by following the instructions of the interactive voice server which can be contacted on the number set out in article 19.

After following the instructions of the Ubeeqo Car Sharing Box, the Authorised Driver may then start the Vehicle using the contact key attached to the Ubeeqo Car Sharing Box.

6.2. Condition report on collection of the Vehicle

- 6.2.1. A condition report deemed to be up-to-date will be provided in the Vehicle in paper or electronic format.
- 6.2.2. On collection of the Vehicle and prior to driving the Vehicle onto the public highway, the Authorised Driver must carry out a visual inspection of the Vehicle and check that:
 - 6.2.2.1. it contains all the Vehicle Documents and Accessories listed in the condition report;
 - 6.2.2.2. it is in a normal state of cleanliness;
 - 6.2.2.3. if it is a petrol/diesel Vehicle that it contains at least a quarter of a tank of fuel;
 - 6.2.2.4. its condition (both inside and out) corresponds to that indicated in the condition report.

In the event that a fault with or damage to the Vehicle is visible and is not stated in the condition report or a condition report is not available, then the Authorised Driver should report it to the customer service department **before using the Vehicle** (see article 19 below).

- 6.2.3. If you or the Authorised Driver does not notify us of any pre-existing defect or damage then you will be deemed to have accepted the Vehicle in the condition indicated in the condition report provided. Note if a condition report is not provided or is missing you (or the Authorised Driver) are expected to report on all damage to the Vehicle. You will be responsible and may then be charged for the cost to rectify the Vehicle (up to the value of the Excess amount) when it is discovered or reported later unless you (or the Authorised Driver) can prove you were not responsible.

6.3. Using the Vehicle

6.3.1. Upkeep of the Vehicle

- 6.3.1.1. During your rental of the Vehicle, you (or the Authorised Driver) undertake that the Vehicle will be used responsibly and that you will take all necessary and reasonable measures to maintain the Vehicle in good working order.
- 6.3.1.2. The Authorised Driver may carry out the following verifications:
 - 6.3.1.2.1. levels of oil and lubricant;
 - 6.3.1.2.2. engine coolant or other fluids; and

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6.3.1.2.3. tyre pressure.

Any other intervention (including topping up levels and jump-starting the Vehicle) is prohibited without our express prior agreement.

6.3.1.3. Ongoing Vehicle maintenance is carried out by Ubeeqo or its subcontractors outside Vehicle rental periods.

6.3.1.4. In the event that a problem occurs preventing continued normal use of the Vehicle (including noise, strange driving sounds, flashing lights on the dashboard), you undertake to inform us immediately by contacting the customer service department (see article 19 below) in order to agree the conditions for continuing the rental, if appropriate.

6.3.1.5. You and/or the Authorised Driver undertake to take care of the Vehicle, ensure it is locked, secure and parked in a safe location when you are not using it.

6.3.1.6. It is strictly forbidden:

6.3.1.6.1. to smoke in the Vehicle;

6.3.1.6.2. to transport animals except assistance animals for disabled people. Please refer to article 17.1 for further details of our animal policy;

6.3.1.6.3. to leave the Vehicle unusually dirty (rubbish left in the Vehicle, marks on seats, mud etc. on bodywork);

6.3.1.6.4. to affix any advertising or decals to the Vehicle without Ubeeqo's prior written agreement;

6.3.1.6.5. to drive the Vehicle, or allow it to be driven, outside of the United Kingdom, without Ubeeqo's prior written agreement. If you wish to obtain our consent to take the vehicle outside the UK you should email the customer service department (see article 19) at least 1 month before your planned visit so that you receive the relevant consent (form VE103B) prior to your departure.

In the event of non-compliance with these provisions, you will be charged a fee, as detailed in the Fees and Costs Guide and the Light Damage Charges Schedule.

6.3.2. *Use of the Vehicle in accordance with its intended purpose*

The Vehicle must be used in accordance with its intended purpose and may specifically not be used:

6.3.2.1. if it is overloaded (e.g. to carry more than the authorised number of passengers or a load exceeding the Vehicle's maximum payload);

6.3.2.2. to tow or push any other vehicle or trailer;

6.3.2.3. to transport hazardous flammable or explosive goods or goods which may damage the Vehicle;

6.3.2.4. off the highway or on unsuitable surfaces;

6.3.2.5. to transport goods or passengers in return for money;

6.3.2.6. for any public transport of passengers;

6.3.2.7. to give driving lessons;

6.3.2.8. to participate in a vehicle race or rally or for any other sporting use;

6.3.2.9. for any sub-rental, in return for money or free of charge; neither can you mortgage, pawn, sell or in any way pledge or attempt to or give anyone any legal rights over the Vehicle or any part of it;

6.3.2.10. for any unlawful purposes or to intentionally commit an offence.

Any risky, imprudent or careless use of the Vehicle is prohibited.

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6.3.3. The Vehicle may only be used by an Authorised Driver. You undertake:

6.3.3.1. that any Authorised Driver will be duly licenced to drive the Vehicle. For the avoidance of doubt any Authorised Driver that is licenced to drive only vehicles with an automatic transmission may not, under any circumstances, drive a Vehicle with a manual transmission; and

6.3.3.2. not to allow a third party to drive the Vehicle (which includes you deliberately allowing an unauthorised driver access to the Vehicle or the access being acquired due to your negligence, negligent act or failure to act) even if said third party is also a Customer.

You are reminded that you are entirely liable for use of the Vehicle and that you guarantee the Authorised Driver's compliance with these Rental Terms.

6.3.4. You and/or any Authorised Driver undertakes not to drive in a state of excessive fatigue or under the influence of alcohol or drugs or medication affecting concentration or any other legal or illegal substance altering his/her faculties to the extent of being unable to control the Vehicle or otherwise compromise or impair his/her driving ability.

6.3.5. If children are present in the Vehicle you undertake to provide boosters, child seats and any other necessary child protection and to install them in accordance with the manufacturer's instructions.

6.3.6. **Any failure by you or another Authorised Driver to comply with these instructions may cause the insurance and protection provisions (set out in article 8 below) to be compromised and/or invalidated and you will be responsible for and will pay to us all reasonable costs of any detrimental consequences, loss and/or damage that may arise as a result. In addition we reserve the right to demand immediate return of the Vehicle if the contracted and/or optional insurance coverage and complementary services are compromised and/or invalidated.**

6.4. Accident or Mechanical Breakdown

6.4.1. *In case of breakdown*

6.4.1.1. If a warning light appears on the dashboard or the Vehicle develops any fault during the rental period you (or the Authorised Driver) must call the telephone number that can be found in the Vehicle documentation stored in the glovebox for Assistance. The number is also available on your mobile app or you can call the customer service department through the on-board computer.

6.4.1.2. If the Vehicle breaks down or is involved in an accident/incident in mainland UK or Northern Ireland during the rental period we will use our reasonable endeavours to recover and/or repair the Vehicle so that it is rendered functional. However;

6.4.1.2.1. if the Vehicle cannot be repaired we will (where possible) provide you with an alternative Vehicle of an equivalent standard and size to the Vehicle for the remainder of the rental period; or

6.4.1.2.2. If we cannot repair the Vehicle or provide you with an alternative vehicle we will refund any part of the rental period that you have paid for but not received the benefit of.

6.4.1.3. If, and only if, the breakdown or accident or incident is due to our negligence or wilful default then we will not charge you for the recovery and/or repair (if any).

Should we consider that the breakdown is caused by your negligence or deliberate misuse or if loss of or damage to the Vehicle arises as a result of a breach of these Rental Terms by you and/or any Authorised Driver and/or any unauthorised driver then you will be liable to pay the sums set out in article 8 below (*Damage to the Vehicle*) and your liability will not be capped at the Excess

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amount.

6.4.2. *In case of an accident or incident*

- 6.4.2.1. If there is an accident/incident you or the Authorised Driver must tell us immediately by calling 0330 8080 38. If the accident/incident occurs outside of our normal working hours, you should contact Europcar assistance on phone number 0800 0280 999. If you don't do so, or if you continue to use the Vehicle, then you will be responsible for any loss and/or damage caused to the Vehicle or a third party resulting from the use of the Vehicle, as well as all applicable damage or loss charges plus the applicable fees set out in the Fees and Costs Guide.
- 6.4.2.2. Should we consider that the accident or incident is caused by the negligence, deliberate misuse or a breach of these Rental Terms by you and/or the Authorised Driver and/or an unauthorised driver and/or our collision damage protection does not apply or is invalidated as a result of an act or omission (please see the insurance and protection provisions set out in article 9 below for further information as to when our collision damage protection applies and when it is invalidated) then we reserve the right to recharge the cost of recovery in full to you and you will be liable to pay the sums set out in article 8 below.
- 6.4.2.3. If you or any Authorised Driver has an accident/incident then you or that Authorised Driver must:
 - 6.4.2.3.1. pay the relevant charges as required by these Rental Terms;
 - 6.4.2.3.2. not admit or accept responsibility;
 - 6.4.2.3.3. obtain and notify us of the names, addresses and telephone numbers of all involved, including witnesses;
 - 6.4.2.3.4. make the Vehicle secure and tell the police straight away if anyone is injured or the road is blocked or if any property has been damaged;
 - 6.4.2.3.5. tell us of the accident or incident by calling 0330 8080 38. If outside of our normal working hours then please contact Europcar for assistance on 0800 0280 999;
 - 6.4.2.3.6. complete and return the accident report form that we will supply if required.
- 6.4.2.4. You will use your best endeavours to supply us with full details of any third party(ies) and third party vehicle(s) involved in any accident/incident with the Vehicle. Failure to do so may invalidate the protection package and/or any excess reduction products (if it is applicable to your rental).
- 6.4.2.5. You will, at our request, do all that is reasonably and lawfully required by us and allow your name and the name of any Authorised Driver to be used by us (or any provider of the product) for enforcing any rights or remedies against any persons in connection with the Vehicle.

6.4.3. We will not (either on our own behalf or on behalf of our insurers) waive any rights under these Rental Terms or any applicable insurance policy unless we do so in writing (which must be signed by us or the insurer as applicable).

6.5. **Compliance with traffic laws**

- 6.5.1. During the rental period you and/or the Authorised Driver must comply with any drivers licencing regulation or personal restrictions and all and any traffic laws and applicable regulations in the country where you drive the Vehicle and you must ensure that the Vehicle complies with each country that you may drive in or through.
- 6.5.2. In this context, the Authorised Driver is liable for all infringements and/or violations committed and is obliged to pay all sums due in respect of an infringement or violation of applicable road traffic regulations.
- 6.5.3. In the event that the Vehicle is clamped or impounded during the rental period you, or the Authorised Driver, undertake to inform us immediately by contacting the customer service department (see article 19 below).

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6.5.4. During the rental period you and/or the Authorised Driver is responsible for and will pay all charges arising from:

6.5.4.1. any local taxes or tolls or parking charges (or any failure to pay them); and/or

6.5.4.2. a breach of any parking restrictions or a road traffic offence or any other offence or infringement involving the Vehicle such as (but not limited to) lane or tunnel infringements, turning and bus lane charges including the costs from the Vehicle being clamped, seized or towed away and any other charges/costs (or failure to pay them) levied by a relevant organisation or competent authority (either one being deemed and referred to as a “**competent authority**”). The term ‘**competent authority**’ can apply to any, or all, of the following: police or other enforcement agencies or other issuing authorities where a driving offence or suspected driving offence has been committed during a Hire Period; and a public or a private enforcement agency that is entitled to issue parking charge notices and associated fines where a purported or actual breach of contract has arisen. Furthermore, it is understood that:

6.5.4.2.1. Each time we deal with correspondence relating to such offences we will charge you our administration fee for fine management, as set out in the Fees and Costs Guide, which covers the reasonable costs we incur in administering the correspondence associated with each fine, charge or penalty that is issued for the Vehicle during your rental period. You have the right to challenge that fine management administration fee within 14 days of the date of the invoice. The fine management administration fee will be refunded if you can provide supporting evidence to show that the relevant competent authority has rescinded the fine or penalty and confirms that the original charge did not apply in any event.

6.5.4.2.2. Where we receive a penalty charge notice that is issued for violation of traffic laws you committed in the Vehicle during the rental period or for your failure to pay local taxes or parking charges then, as soon as possible, we will either:

- wherever possible, transfer liability for the penalty to you by notifying the competent authority of your identity and contact details so that you or the Authorised Driver (whichever applies) will then be responsible for payment and all future correspondence with the issuing competent authority. For the avoidance of doubt: in the case of speeding notices we are obliged by law to pass the offending Authorised Driver’s details to the police; or
- pay the penalty on your behalf if it is capable of being paid and so that we can mitigate the cost of it. Where we, at our discretion and for whatever reason, pay such charges you will reimburse us the said charge plus our fine management administration fee as set out in the Fees and Costs Guide (for each charge we pay or each time we deal with such correspondence). If we do pay the penalty then we will take the following actions:
 - We will inform you by letter or e-mail that we have paid the penalty and we will enclose an invoice for the cost of the penalty plus our administration fee; and
 - we will tell you that we intend to take the money for the cost of the penalty and the administration fee from your credit/debit card within 14 days of the date of our letter unless you write to us with a legitimate reason why the fine or penalty should not have been paid.
 - If you do not contact us or you admit the validity of the fine or penalty then we will take the money from your credit/debit card on the 15th day following the date of the letter
 - If you do contact us with a legitimate reason as to why the fine or penalty should not be paid then we will put this to the issuing competent authority. If the issuing competent authority refuses your appeal then we will confirm this to you and then take the money for the cost of the penalty and the administration fee from

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your credit/debit card. If the issuing competent authority allows the appeal and you can provide supporting evidence to show that the issuing competent authority has rescinded the fine or penalty then we will not take any money from your credit/debit card.

The Authorised Driver is, and will remain, primarily liable for such charges and both you and any other Authorised Driver consent to us notifying such competent authority of his/her personal details to effect a transfer of liability.

6.6. Range of the Vehicle

6.6.1. *Petrol/Diesel Vehicles*

6.6.1.1. Obligation to refuel the Vehicle

6.6.1.1.1. In the event that the Vehicle needs refuelling it must be refilled at one of the service stations belonging to the partner distribution network using the fuel card present in the Vehicle. Information relating to the partner distribution network is contained either in the Vehicle Documents or is available on the website

6.6.1.1.2. If you (or the Authorised Driver) refuel the Vehicle using your own means of payment, we will promptly reimburse you for the sums paid on presentation of supporting documents which should be sent to the customer service department by email at the address shown in article 19. .

6.6.1.1.3. If the fuel card present in the Vehicle allows expenses other than fuel to be incurred in the partner distribution network's service stations then you will be invoiced for these expenses in full. We will also charge you a fuel card misuse fee as set out in the Fees and Costs Guide, in respect of administration costs incurred.

6.6.1.2. Refuelling the Vehicle with an inappropriate fuel

If you (or the Authorised Driver) refuel the Vehicle with the incorrect fuel type you will be charged for any damage arising to the Vehicle as a result according to the provisions of article 8 below plus a Damage Administration Charge, the amount of which is stated in the Fees and Costs Guide.

6.6.1.3. Running out of fuel

6.6.1.3.1. If the Vehicle runs out of fuel during the rental period, you (or the Authorised Driver) undertake to inform the customer service department immediately (see article 19 below).

6.6.1.3.2. You will be charged for all repairs resulting from this type of breakdown according to the provisions of article 8 below plus a Serious Damage Administration Charge, the amount of which is stated in the Fees and Costs Guide.

6.6.2. *Electric Vehicles*

6.6.2.1. If the Vehicle is an electric Vehicle, you (or the Authorised Driver) can recharge the Vehicle during the rental period, when parked, using the recharging cable provided in the Vehicle.

6.6.2.2. If the Vehicle's battery runs completely flat during the rental period you (or the Authorised Driver) undertake to inform the customer service department immediately (see article 19 below). You will be liable for any damage caused to the Vehicle recharging system and for all repairs resulting from this type of breakdown unless the recharging cable was not in Vehicle or was not functioning correctly.

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6.6.2.3. If you (or the Authorised Driver) lose the recharging cable during the rental period then, in addition to the cost of replacing the recharging cable, you will be charged the fee for the Loss or Theft of electric vehicle charging cable as set out in the Fees and Costs Guide.

7. RETURNING THE VEHICLE

7.1. You (or the Authorised Driver) must return the Vehicle on the date, at the time and in the Departure Car Park or Return Car Park indicated at the time of reservation and in the condition that we provided it to you at the start of the rental period, subject to any Normal Wear and Tear. If you do not return the Vehicle as stipulated in this article 7.1 then we will take all necessary measures outlined in these Rental Terms and, in particular, in the remainder of this article 7 (Returning the Vehicle).

7.2. The rental period will end when you (or the Authorised Driver) have:

7.2.1. returned the Vehicle to the Departure Car Park or the Return Car Park; and

7.2.2. returned the keys to the Vehicle's Ubeeqo Car Sharing Box; and

7.2.3. completed one of the following actions (whichever applies in the circumstances):

7.2.3.1. passed the access badge over the Vehicle's badge reader; or

7.2.3.2. clicked the "end my reservation" on the Ubeeqo app; or

7.2.3.3. followed the instructions of the interactive voice server, which can be contacted on the number stipulated in article 19;

7.3. If you (or the Authorised Driver) have difficulty ending the reservation and closing the Vehicle according to the process indicated in article 7.2 above you must lock the Vehicle using the key and contact the customer service department immediately (see article 19 below).

7.4. When returning the Vehicle and prior to closing the Vehicle down, you (or the Authorised Driver) must take time to inspect the Vehicle and notify the customer service department of any faults or damage visible (see article 19 below).

7.4.1. If any discrepancies exist between the state of cleanliness of the Vehicle on collection and return of the Vehicle then, depending on the level of uncleanliness, you will be charged a fee for cleaning the Vehicle as set out in the Light Damage Charges Schedule.

7.4.2. If these discrepancies are due to an accident, even minor, or other event requiring repair of the Vehicle and for which you are insured you will be liable for the cost of the repair according to the provisions of article 8 below up to the amount of any Excess.

7.5. In the case of a petrol/diesel Vehicle: the Vehicle must be returned with at least a quarter of a tank of fuel or you will be charged the fixed fee stated in the Fees and Costs Guide if you do not return the Vehicle with the required amount of fuel.

7.6. In the case of an electric Vehicle: the Vehicle must be connected to the recharging point provided in the reserved parking space, in failure of which, you will be charged the fee stated in the Fees and Costs Guide.

7.7. If you (or the Authorised Driver) fail to close the windows or doors, switch off the Vehicle's headlights and internal lights or apply the handbrake you will be liable for the full cost of any damage or theft resulting from this negligence according to the provisions of article 8. In these circumstances the Excess amount will not apply.

7.8. In the event of loss, damage or theft of the access badge or datafob, you or the Authorised Driver (whichever applies in the circumstances) undertake to inform the customer service department immediately (see article 19 below) and you will be charged for the cost of the replacement access badge or datafob according to the

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provisions of articles 8.6 to 8.9 together with the fee stated in the Fees and Costs Guide for the loss or theft of the access badge or datafob.

- 7.9. In the event of loss, damage or theft of the key, you or the Authorised Driver (whichever applies in the circumstances) undertake to inform the customer service department immediately (see article 19 below) and you will be charged for the cost of the replacement key according to the provisions of articles 8.6 to 8.9 together with the fee stated in the Light Damage Charges Schedule for the loss or theft of the key.
- 7.10. If, upon return of the Vehicle, you or the Authorised Driver has exceeded the mileage or the rental period chosen at the time of reservation and you have not arranged for an extension of it you will be charged for all additional miles and hours. In the event of late return of the Vehicle, you will be charged the Late return fee stated in the Fees and Costs Guide and, if the loss we suffer is greater than the fixed fee because we must pay compensation to the next Customer you will reimburse us for the entire loss suffered.

8. DAMAGE TO THE VEHICLE

- 8.1. As set out in article 7 (*Returning the Vehicle*) and, in particular article 7.1, you are obliged to return your Vehicle and its keys, Accessories, and/or documentation to us in the same condition as they were at the time you collected it, subject to any Normal Wear and Tear.
 - 8.2. Our Vehicles are working assets and, if you fail in any way to comply with the obligation set out in article 8.1 above:
 - 8.2.1. we are entitled to repair the Vehicle at our convenience so that it is restored to this condition; and
 - 8.2.2. you will be liable to pay the damage charges detailed in articles 8.6 to 8.16, regardless of whether the damage was caused by you or a third party (including a third party with whom you have had an accident or a Government, authority or organisation whether inside or outside the country in which you are driving which has seized the Vehicle and/or its Badge, keys, Accessories, and/or documentation), unless:
 - 8.2.2.1. any of the damage charges detailed in articles 8.6 to 8.16 are covered by our protection packages as described in article 9 of these Rental Terms (*Insuring the Vehicle*) and the excess waiver option shown in the Fees and Costs Guide; or
 - 8.2.2.2. it was caused by our fault or negligence or our breach of these Rental Terms; or
 - 8.2.2.3. we have received a payment from a liable third party, to the extent detailed in article 8.2.3.
 - 8.2.3. Where you pay the damage charges as detailed in articles 8.6 to 8.16 and subsequently:
 - 8.2.3.1. a third party admits, or is subsequently determined by a relevant court to be responsible for some or all of the damage; and
 - 8.2.3.2. we recover sums from the third party or the third party insurer;
- we will assess whether we have recovered more than our overall loss and reimburse you, as appropriate.

Damage identified after the return of the Vehicle and in your absence:

- 8.3. If damage is identified and notified to us either by way of an impact alert (when this feature has been enabled in the geolocation equipment installed in the Vehicle (please refer to article 17.2 for more details)), or at a routine check when the vehicle is cleaned or by the next Customer for the Vehicle then, provided we have evidence that such damage occurred during your rental period, we will send to you the following documents by email or by post:
 - 8.3.1. details of all the damage identified by the subsequent Customer for the Vehicle;
 - 8.3.2. pictures of the damage; and
 - 8.3.3. an invoice detailing the applicable charges.

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Querying the Damage Charges:

- 8.4. You have fourteen (14) days from the date on which the email or the letter detailed in article 8.3 above is sent to you to challenge your liability for the damage identified and/or the charges levied by us. If you do not challenge within this period of fourteen (14) days, we will invoice the charges to you and will charge the debit/credit/charge card you supplied to us at the time of reservation with either:
- 8.4.1. the charges detailed in articles 8.6 to 8.16; or
 - 8.4.2. the Excess amount under our protection packages, whichever is the lower amount.
- 8.5. Please note that depending upon the type of protection product you have subscribed to (see article 9 (*Insuring the Vehicle*) of these Rental Terms) and provided you have complied with all applicable local laws and these Rental Terms you may not be charged for the full cost of the damage and the maximum amount you may be required to pay will be the Excess amount (as described in article 9 of these Rental Terms (*Insuring the Vehicle*)).

Damage Charges:

(1) Light Damage

- 8.6. Any minor damage to the Vehicle (or the loss or theft of or damage to the Vehicle's Badge, keys, Accessories, or documentation) which is listed in our Light Damage Charges Schedule is classified as '**Light Damage**'. Examples of Light Damage to the Vehicle include small scratches, chips or dents to any part of the Vehicle (including certain repairs to the windscreen and tyres, as listed in the Light Damage Charges Schedule which can be found on the Rental Terms page which can be accessed in the footer of any page of our website: <https://www.ubeeqo.com>).
- 8.7. Where the Vehicle has suffered Light Damage, notwithstanding your obligations to us under article 7 above, this means the Vehicle does not necessarily require immediate repair for safety or cosmetic reasons before it can be rented to another Customer.
- 8.8. In relation to Light Damage suffered by the Vehicle during your rental period therefore you will pay us:
- 8.8.1. the pre-agreed fixed sum(s) set out in the Light Damage Charges Schedule. This contains a list of charges broken down by the Vehicle type and the nature of the Light Damage; and
 - 8.8.2. a Light Damage Administration Charge which is set out in the Fees and Costs Guide.
- 8.9. The pre-agreed fixed sums(s) in the Light Damage Charges Schedule are set by us at an amount that seeks genuinely to estimate the sums that we would have to pay our suppliers to repair the Light Damage (or to replace the Vehicle's Badge, keys, Accessories or documentation). In the case of Light Damage you will have the certainty of paying a pre-agreed fixed sum and you will not pay a Loss of Use Charge (see article 8.14.2.1 for more details as to Loss of Use Charge) or a separate Engineer's Charge.

(2) Tyre Replacement

- 8.10. Any damage to a tyre which requires us to replace the tyre on the Vehicle with a new tyre that is listed in our Tyre Charges Schedule (which can be found on the Rental Terms page which can be accessed in the footer of any page of our website: <https://www.ubeeqo.com>) and is classified as a '**Tyre Replacement**'.
- 8.11. In relation to a Tyre Replacement you will pay us:
- 8.11.1. the pre-agreed fixed sum(s) set out in the Tyre Charges Schedule. This contains a list of charges, broken down by tyre and by supplementary charges that will apply if an out-of-hours and/or remote location call-out is necessary; and
 - 8.11.2. a Light Damage Administration Charge which is set out in the Fees and Costs Guide.

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8.12. The pre-agreed fixed sums(s) in the Tyre Charges Schedule are set by us at an amount that seeks genuinely to estimate the sums that we would have to pay our suppliers to replace the tyre. In the case of a Tyre Replacement you will have the certainty of paying a pre-agreed fixed sum and you will not pay a Loss of Use Charge or a separate Engineer's Charge.

(3) Serious Damage

8.13. Subject to article 8.16, any damage other than Light Damage to the Vehicle or a Tyre Replacement is classified as '**Serious Damage**'.

8.14. In relation to Serious Damage suffered by the Vehicle during your rental period you will:

8.14.1. pay us the sums we become liable to pay to our suppliers in recovering and/or repairing the Vehicle, for which you will indemnify us as a debt; and

8.14.2. pay us the following charges:

8.14.2.1. a Loss of Use Charge which is a charge to take account of our loss of revenue while the Vehicle is being repaired. We calculate the Loss of Use Charge on the basis of the daily rental rate. The number of days charged by us for loss of use of the Vehicle will comprise:

8.14.2.1.1. for Serious Damage other than Serious Damage to the windscreen:

8.14.2.1.1.1. one day for the Vehicle to be taken in for repair;

8.14.2.1.1.2. one day for each period of four hours (or part thereof) of labour required by the relevant supplier to effect the repair; and

8.14.2.1.1.3. one day for the Vehicle to be returned to service following the repair,

8.14.2.1.2. for Serious Damage to the windscreen, two days,

in each case, adjusted to reflect the estimated percentage utilisation of our fleet, which is calculated quarterly; and

8.14.2.2. an Engineer's Charge which is set out in the Fees and Costs Guide; and

8.14.2.3. a Damage Administration Charge which is set out in the Fees and Costs Guide.

8.15. In relation to articles 8.6 to 8.14, we inform you that:

8.15.1. where a repair or part replacement inevitably puts the Vehicle into a better condition than it was at the start of the rental period the amount for which you are liable to us will not be reduced to reflect the new for old replacement and/or the pre-existing condition of the Vehicle; and

8.15.2. you will not receive any credit to reflect the benefit that we may subsequently receive in the context of any commercial arrangements that we may have in place with our suppliers because of our overall relationship with them (including its size).

(4) Total Loss

8.16. Where we evaluate any damage caused to the Vehicle as being sufficiently serious that its repair would not be possible, or our engineer determines it would be uneconomic or impractical to repair, we refer to this as '**Total Loss**'. In the event of a Total Loss, articles 8.13 to 8.14 do not apply, and you will:

8.16.1. pay us the sums (for which you will indemnify us as a debt) representing the pre-accident value of the Vehicle and any Vehicle recovery charges, less any sums that we recover in respect of the Vehicle when it is sold for salvage; and

8.16.2. pay us:

8.16.2.1. a Loss of Use Charge which is a charge to take account of our loss of revenue on the Vehicle which is a Total Loss. We calculate the Loss of Use Charge on the basis of the daily rental rate

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for the Vehicle, adjusted to reflect the estimated percentage utilisation of our fleet, which is calculated quarterly. The Loss of Use Charge is payable in respect of each day, or part day, after the end of the rental period up to the point that the Vehicle is sold for salvage;

- 8.16.2.2. an Engineer's Charge (this is set out in the Fees and Costs Guide); and
- 8.16.2.3. a Damage Administration Charge which is set out in the Fees and Costs Guide.

(5) Damage to Third Parties

8.17. Unless, during the rental period, your Vehicle is covered by one of our protection packages (which automatically includes third party liability insurance) you will be responsible for the cost of any damage you cause to another party, their property, the vehicle they are in and any and all uninsured losses that are otherwise incurred during the rental period. Please refer to articles 6.4.2.4 and 9.1 of these Rental Terms for more details concerning your obligations to us and your potential liability to third parties.

(6) Seizure of the Vehicle

8.18. If, after you have accessed the Vehicle (according to the provisions of article 6.1, the Vehicle and/or its keys, Accessories, or documentation is seized by any Government, authority or organisation whether inside or outside the UK, you must pay:

- 8.18.1. for any damage suffered by the Vehicle and/or its keys, Accessories, or documentation in accordance with articles 8.6 to 8.16; and
- 8.18.2. the cost of any restoration or repatriation charges we incur together with any penalties or fines arising as a direct result of the Vehicle's seizure; and
- 8.18.3. a Loss of Use Charge to compensate us while we cannot rent the Vehicle out to another Customer (which will be calculated on the basis of the daily rental rate for the Vehicle for each day (or part of a day) in excess of the rental period and until the Vehicle is returned to us for service)

unless these damages or costs or Loss of Use Charges are due to our fault or negligence or our breach of these Rental Terms.

9. INSURING THE VEHICLE

9.1. Mandatory Third Party Liability Insurance Provisions

We (Ubeeqo) are mandated by the laws of all of the countries in which we operate our vehicle rental services to insure our Vehicles against liability for the claims or actions of third parties. We have purchased the best third party liability insurance from the foremost insurers in the business and it is automatically included as part of our vehicle rental services. You will therefore, as a matter of course, be covered up to the level legally required by the country in which you are renting the Vehicle for the consequences others may suffer as a direct result of your actions whilst you are driving the Vehicle.

9.1.1. *What are you covered for?*

As provided by law you or any Authorised Driver will be insured against liability for the financial cost of any of the following consequences that may arise as a result of an incident that you or any Authorised Driver cause when using the Vehicle:

- 9.1.1.1. bodily injury or death suffered by third parties; and
- 9.1.1.2. property damage sustained by third parties and losses and costs arising as a consequence of the damage.

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9.1.2. *What is excluded from the cover?*

Third Party Liability insurance does not cover:

- 9.1.2.1. bodily injury or death that you or the Authorised Driver (being the person driving the Vehicle at the time of the collision) may suffer; or
- 9.1.2.2. any damage to or loss of personal property or possessions being carried in or on the Vehicle; or
- 9.1.2.3. any damage caused to the Vehicle.

9.1.3. *What is the amount of your financial exposure for third party liability?*

- 9.1.3.1. Provided you have not committed a breach of any applicable laws (including any relevant road traffic regulations and/or any personal driving licence restrictions) then you will be covered for the financial cost of any third party liability arising as the result of a collision that you may cause whilst you are driving the Vehicle up to the level legally required by the country in which you are renting the Vehicle.
- 9.1.3.2. However, if you didn't comply with those laws and/or regulations and/or personal driving licence restrictions then, whilst our insurer will still fulfil its obligations to third parties under our third party liability insurance policy, it may seek to recover from you some or all of the costs it may have paid to that third party as a result of the incident.

9.1.4. *How to notify us?*

In circumstances involving third parties it is important that you do your utmost to properly complete and sign an Accident Report form which gives us all relevant details of both the incident and of the third party. This will allow us to defend our case against the third party (if you are responsible for the incident) or to recover costs from the third party (if the third party is responsible for the incident). The Accident Report form should be transmitted to us within five (5) working days of the incident or as soon as you reasonably can in the circumstances.

9.2. **Collision damage protection**

Collision damage protection limits your financial exposure for damage caused to the Vehicle whilst it is in your care. Collision damage protection is included in the rental charge and, provided you comply with the applicable laws and these Rental Terms, then we will pay for the cost of damage to the Vehicle that exceeds the Excess amount. You can reduce the Excess amount by purchasing our additional collision damage protection product on top of the standard collision damage protection during the booking process.

Collision damage protection does not cover the loss or theft of or damage to objects or property, (including luggage or goods) that are deposited or kept or transported in or on the Vehicle by you or by any passenger.

9.2.1. *What does this protect you against?*

Collision damage protection limits your liability for damage to the Vehicle to a maximum sum of the Excess amount plus the Light Damage Administration Charge or the Damage Administration Charge in circumstances where:

- 9.2.1.1. you collide with a fixed or moving object; or
- 9.2.1.2. the Vehicle is subject to an act of vandalism while you are driving or using it; or
- 9.2.1.3. any glass (including sunroofs or panoramic roofs) or lights or reflectors are damaged or broken or tyres are damaged or punctured during a collision

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9.2.1.4. the Vehicle is subject to the consequences of event qualifying as natural catastrophes as defined under English law.

9.2.2. *What is excluded from the protection?*

9.2.2.1. Collision damage protection will not operate to limit your liability as set out in article 9.2.1 above in circumstances where the damage to the Vehicle is caused:

9.2.2.1.1. by the wilful acts of the you or the Authorised Driver (whichever applies in the circumstances); or

9.2.2.1.2. by an explosion or fire in (or to) the Vehicle because you are using it to transport dangerous goods (dangerous goods being any product or substance that, due to its nature and/ or main characteristics, is reasonably considered to be dangerous and which, if not transported with appropriate caution and safety, could cause harm to the Vehicle, and to any third party within a reasonable distance of the Vehicle); or

9.2.2.1.3. by the Vehicle hitting a car park barrier or other overhead object; or

9.2.2.1.4. by its total or partial theft or an act of vandalism whilst the Vehicle is left parked unattended.

9.2.2.1.5. by your negligence (which is behaviour that falls below the standards expected of a reasonably sensible person in similar circumstances) or the negligence of your passengers (for example but not limited to a fire caused by the use or disposal of cigarettes or cigars);

9.2.2.1.6. because the keys are lost or stolen or damaged

9.2.2.1.7. Loss of or damage to your own property that is being transported or kept in or on the Vehicle during the rental period

9.2.3. *What you must do to benefit from the protection*

You must:

9.2.3.1. comply at all times with these Rental Terms and all applicable law and local traffic regulations and/or any personal driving licence restrictions when you are driving the Vehicle;

9.2.3.2. notify us within 24 hours of the date on which the incident took place and, in any event, before the end of your rental period. You must also return to us a full and complete accident report and/or any other document which you believe will be useful in support of it.

9.2.4. *What is the amount of your financial exposure?*

9.2.4.1. Provided you have complied with the Rental Terms and the applicable law and road traffic regulations and/or personal driving licence restrictions then the maximum you will have to pay us is the Excess amount plus either the Light Damage Administration Charge or the Damage Administration Charge (whichever applies in the circumstances).

10. TERM OF THE SUBSCRIPTION

You have the option of several different terms. The term will vary according to the Subscription you have selected and will, unless agreed otherwise in writing, be subject to tacit renewal.

For more information, see the [Ubeeqo website](#).

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11. COST OF THE UBEEQO CAR SHARING SERVICE

By taking out a Subscription and using the Ubeeqo Car Sharing Service you undertake to pay the sums indicated below and each as further detailed in the Fees and Costs Guide.

- 11.1. the amount corresponding to the selected Subscription;
- 11.2. costs linked to use of the Ubeeqo Car Sharing Service (rental charges corresponding to the duration of the reservation and mileage travelled, calculated according to the rates and prices applicable on the date on which the Vehicle reservation has been made);
- 11.3. any ancillary costs linked to use of the Vehicle (e.g. parking tickets, tolls);
- 11.4. any fines or penalties. Fines linked to violations of traffic laws must be paid directly to the authorities by the Authorised Driver. If Ubeeqo is required to settle a fine or penalty, you undertake to promptly reimburse it together with the administration fee for fine management stated in the Fees and Costs Guide;
- 11.5. any costs for replacement, repair or immobilisation of the Vehicle in the event of damage or theft;
- 11.6. any security deposit under the conditions stipulated in article 13 below;
- 11.7. any costs incurred by Ubeeqo to recover sums owed to it.
- 11.8. the cost of any Badge, if it is an individual Badge, to access the Vehicle.

12. PAYMENT

12.1. Payment of the Subscription

Payment of the Subscription is carried out in one or more instalments depending on the type of Subscription selected.

For more information, see the [Ubeeqo website](#).

Payment will be debited directly from your bank card or, in the case of direct debit, directly from your bank account.

12.2. Payment of the rental

If you are an individual: the sums due in respect of your use of the Vehicle will be paid at the time of its reservation by debiting the bank card registered to your Ubeeqo account.

If you are a legal entity: payment will be subject to the terms of a separate agreement between us.

12.3. Miscellaneous

If you owe any amount at the end of the rental period of a Vehicle, the sums due will be charged to the bank card registered to your Ubeeqo account if you are an individual.

Any additional sums due in respect of penalties and costs incurred by Ubeeqo will be paid separately.

12.4. Invoicing

12.4.1. We will issue an invoice at the end of the Vehicle rental period.

12.4.2. You undertake to inform us as soon as possible of any change to your bank details. You also undertake to

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contact the customer service department at least fifteen (15) days before expiry of your card to notify us of the necessary information (see article 19 below).

12.4.3. In the event of non-compliance with this obligation, we reserve the right to suspend access to the Ubeeqo Car Sharing Service until the situation has been resolved. No reduction in the amount of the Subscription will be due in this respect.

12.4.4. **If you are a legal entity**, any late payment of an invoice will allow us to charge a late payment fee of 4% above the base rate of the Bank of England from time to time which will be calculated on a daily basis from the due date until the date paid.

13. SECURITY DEPOSIT

13.1. For each reservation of a Vehicle, you undertake to give us a security deposit in the form of a pre-authorisation hold on your bank card.

13.2. The maximum amount of the security deposit (determined based on several criteria, particularly the Subscription selected) is equivalent to the Excess amount. Details of this security deposit will be provided at the time you make your reservation and will be further explained in the email we will send to you or the Authorised Driver confirming reservation of the Vehicle.

13.3. At the end of the Subscription or reservation (whichever applies), unless the security deposit has been used, for example to settle outstanding balances other than damage we will either:

13.3.1. cancel the pre-authorisation immediately on termination of the associated rental period (if you are an individual); or

13.3.2. if you are a legal entity, reimburse you for the amount held as a security deposit within a maximum of eight (8) days following the end of your Subscription.

14. TERMINATION OF THE SUBSCRIPTION

14.1. Termination in case of non-compliance of a contractual obligation

14.1.1. Either party may terminate the Subscription by giving the defaulting party a period of fifteen (15) days to remedy the event that breaches its contractual obligations under these Rental Terms and/or the separate contract if the defaulting party is a legal entity.

14.1.2. If the non-compliance is not rectified within the stated remedy period then the Subscription will terminate.

14.2. Termination in case of material breach

Either party may terminate the Subscription immediately, by notice in writing (with acknowledgment of receipt) in the event that continuation of the contractual relationship becomes impossible.

14.3. Termination for convenience

You may at any time terminate your Subscription by giving to us (10) working days' notice. No partial refunds of any fees paid related to the Subscription will be repayable. All fees which could be due to us will be promptly paid. To terminate a Subscription please send a letter with acknowledgment of receipt in accordance with the provisions of article 17.9 ('Notices').

14.4. Both the formal default notice and/or any termination notices must be sent to the relevant party according to the provisions of article 17.9 ('Notices').

15. LIABILITY

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- 15.1. We do not accept any liability for any inconvenience or damage or costs you may incur arising from your use of the Internet, including a break in service, external intrusion, presence of computer viruses, etc.
- 15.2. Nothing in these Subscription and Rental Terms will limit or exclude Ubeeqo's liability for death or personal injury caused by its negligence or fraud or fraudulent misrepresentation.
- 15.3. Subject always to article 15.2 above we accept no liability whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any loss of revenue or trading profit, commercial disruption, commercial injury, loss of customers or loss of brand image (whether direct or indirect) or for any indirect, economic or consequential loss, arising as a result of or in connection with your use, non-use or non-availability of the Ubeeqo Car Sharing Service.
- 15.4. Subject to articles 15.2 and 15.3, Ubeeqo's total aggregate liability arising from or in connection with these Rental Terms and in relation to anything which Ubeeqo may have done or not done in connection with these Subscription and Rental Terms (and whether the liability arises because of breach of contract, negligence or for any other reason) will be limited as follows:
 - 15.4.1. **if you are an individual:** to the value of the applicable Vehicle rental and/or any Accessories you booked during the reservation process; and
 - 15.4.2. **if you are a legal entity:** to a maximum amount equal to the aggregate annual fees paid or payable by you to Ubeeqo under these Rental Terms.

16. PERSONAL DATA

Ubeeqo collects personal data on Customers who use the Ubeeqo Car Sharing Service and particularly a Vehicle's geolocation data.

The terms of Ubeeqo's Privacy Policy, which can be found on the website at <https://www.ubeeqo.com/en-gb/privacy>, apply to this collection and use of personal data.

17. GENERAL PROVISIONS

17.1. Animal Policy

- 17.1.1. We do not allow any animals other than assistance dogs ('**Assistance Dogs**') to be transported in our Vehicles.
- 17.1.2. We do not supply dog guards or any other form of animal restraint for our Vehicles. If you are travelling with an Assistance Dog you are therefore responsible at all times for its behaviour, safety and well-being. This responsibility includes ensuring that the Assistance Dog is suitably restrained at all times so that it remains safe; it does not distract the Authorised Driver or cause risk or injury to you or any other passengers sharing the Vehicle with you.
- 17.1.3. We do not under any circumstances accept liability for damage suffered by the Vehicle or for injury caused to the Assistance Dog or to you or the Authorised Driver or to any passengers as a result of your failure to keep the Assistance Dog appropriately restrained and/or controlled.
- 17.1.4. In addition you are required to return the Vehicle to us in the same condition as it was at the start of the rental period (fair wear and tear excepted). If it is returned to us in a dirty or messy and/or damaged condition to the extent that it will require specialist cleaning and/or repair before it can be rented to the next Customer then you will be liable for the Full Valet or Interior Cleaning charge (depending on the level of uncleanliness) described in the Light Damage Charges Schedule and/or for the repair of any damage.

17.2. Use of Geolocation equipment

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To maintain and protect the Vehicle we may use electronic devices to monitor the condition, performance and operation of a Vehicle and/ or to track a Vehicle's movements. This information may be used both during and after termination of the rental period. By accepting these Rental Terms you expressly acknowledge having granted your explicit consent to the use of such electronic devices

17.3. No waiver of rights

The fact that either party does not exercise or invoke a right or clause contained in these Rental Terms will not be construed as a waiver of said right or clause.

17.4. Headings for reference purposes

The titles of articles contained in the Rental Terms are provided to facilitate reading and have no legal effect.

17.5. Code of conduct

LEASEUROPE has published a code of conduct for Vehicle rental activities. A copy is available from the following address: www.leaseurope.org

17.6. Assignment

17.6.1. You may not assign these Rental Terms without the prior written consent of Ubeeqo. Any assignment or attempted assignment without consent shall be null and void.

17.7. Ubeeqo shall nevertheless be authorised to assign these Rental Terms to any other company belonging to Ubeeqo's group of companies.

17.8. Entire Agreement

17.8.1. These Rental Terms, together with the General Terms of Use, Privacy Policy and any other agreement entered into between Ubeeqo and a legal entity, sets forth our entire agreement with respect to the Ubeeqo Car Sharing Service and supersedes and extinguishes all earlier understandings and agreements between any of the parties and all earlier representations by any party.

17.8.2. Any clause in these Rental Terms which is declared null and void in application of a law, regulation or definitive ruling by a competent court shall be deemed to be without effect, without invalidating the other contractual stipulations or affecting the validity of the Subscription and Rental Terms. In this case, insofar as necessary, the parties shall strive in good faith to find a substitute clause in keeping with the spirit of the cancelled clause.

17.9. Notices

Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery to:

UBEEQO: at the address set out in article 19;

AN INDIVIDUAL: at the address provided when you initially Subscribed

A LEGAL ENTITY: to the registered office address supplied at the time of Subscription.

and shall be deemed received by the receiving party within 2 working days of posting.

17.10. Third Party Rights

No term of these Subscription and Rental Terms shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to these Terms.

18. APPLICABLE LAW AND JURISDICTION



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You agree that any dispute between you and Ubeeqo regarding these Rental Terms will be subject to English law and be dealt with by the English courts unless you are an individual and you live in a part of United Kingdom other than England and Wales when the applicable law of that part of the United Kingdom will govern and any dispute will be dealt with by the courts there.

19. CUSTOMER SERVICES

For any information or questions, the Ubeeqo Website has a customer services department which can be contacted:

- By telephone: 0330 8080 384
- By email: customer@ubeeqo.com
- By post: Unit 8.G, The Leather Market, Weston Street, London, SE1 3ER



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APPENDIX 1 – STANDARD CANCELLATION FORM

To the attention of:

I hereby notify you that I intend to exercise my cancellation right with respect to the Subscription taken out on.....

Reference

Name of the Subscriber (you)

Address of the Subscriber (you)

.....

.....

Signature (only if a paper copy of this form is sent)

Date

Send this letter by registered mail