

TERMS AND CONDITIONS OF HIRE

1. Definitions

“Abortive” means cancellation of a Collection or Delivery either without giving DriveElectric more than 48 hours’ notice written confirmation of cancellation from DriveElectric or on Collection when a Vehicle is not readily available for uplift for any reason.

“Administration Fee” means the fee detailed in the Hire Schedule as part of the Ancillary Charges

“Agreement” means this agreement made by the Customer with DriveElectric for the Hire of a Vehicle as detailed in and incorporating the Booking, the Hire Schedule, Condition Report(s), any direct debit mandate, these terms and conditions and any subsequent variation to the same agreed in writing by DriveElectric. The Agreement shall commence on the day that a Booking is received by DriveElectric from the Customer and is reaffirmed on the date that the Hire Schedule is signed by or on behalf of the Customer

“Ancillary Charges” means those charges and fees detailed in the Hire Schedule and/or any other fee that is invoiced or passed on to the Customer by DriveElectric under this Agreement

“Authorised Signatory” means a registered director, partner or member of the Customer company or body entering into this Agreement with DriveElectric or in the case of a sole trader, means the individual who is the owner of that business

“Booking” means the reservation of a Vehicle for Hire, made either verbally or in writing which has been confirmed by DriveElectric in writing pursuant to the terms and conditions of this Agreement

“BVLRA standards” means those standards set out in the applicable fair wear and tear guide produced by the British Vehicle Rental and Leasing Association as at the date of this Agreement

“Collection” means the collection of a Hire Vehicle namely the uplift of a Vehicle on Hire from the Customer’s nominated Collection Address

“Collection Address” means the agreed address at which the Hire Vehicle is to be collected by the Customer detailed in the Hire Schedule or via subsequent email received by DriveElectric more than 48 hours prior to the Return Date

“Collection Date” means the agreed date of Collection

“Collection Time” means the agreed time of Collection

“Condition Report” means the document completed on behalf of DriveElectric upon Delivery and upon Collection detailing registered details of the Vehicle, the condition of the Vehicle, its contents, accessories specifically detailing any damage or missing items and Contracted Mileage

“Congestion Charge” means the daily charge for driving a Vehicle within a charging zone

“Contract” means a Hire the duration of which is more than 12 months

“Contracted Mileage” means the agreed number of miles which the Vehicle can be driven during the period of hire.

“Customer” means the company, partnership, LLP, body, or individual who has entered into the Agreement with DriveElectric for a Hire

“Delivery” means the delivery of the Hire Vehicle to the Customer or back to DriveElectric

“Daily Distance Allowance” means the number of miles the vehicle can travel before any charges accrue. The charges are calculated based on the total days of rental x Daily Distance Allowance.

“End Mileage” means the mileage of the Hire Vehicle at the time of Collection as detailed in the Condition Report

“Return Date” means the date of return of the Vehicle to DriveElectric to be confirmed in writing on Delivery

“Excess Distance” means the number of miles the Vehicle has been driven during a Hire by which the Vehicle has exceeded the Daily Distance Allowance . The charge payable for Excess Mileage is detailed in the Short Term Rental Agreement.

“Excess Distance Rate” means the cost per mile to be charged for Excess Distance.

“DriveElectric” means Fleetdrive Management Limited (Company Number: 2776514) whose registered office is at Harleyford Marina, Henley Road, Marlow, Buckinghamshire, SL7 2DX

“Good Condition” in relation to a Rental means in the exact same condition detailed in the Condition Report completed on Delivery and in relation to a Contract means in the same condition detailed in the Condition Report completed on Delivery but allowing for fair wear and tear according to the BVLRA standards

“Hire” means this Agreement for the Contract or Rental of a Vehicle for a Hire by the Customer from DriveElectric

“Hire Schedule” means the schedule attached to or referencing these terms and conditions of Hire which will form part of the Agreement

“Keys” means all of the keys provided to the Customer on Delivery of the Vehicle

“Maintenance Agreement” means the agreement entered into between the Customer and DriveElectric for the maintenance of the Vehicle for the costs of regular servicing and replacement of all consumables save fuel, fuel additives and washer fluids.

“Maintenance Agreement Fee” means the fee for the Maintenance Agreement as detailed in the Ancillary Charges.

“Named Driver” means the individual named by the Customer with authorisation to drive the Hire Vehicle

“Out of Hours” means anytime between 17:00 and 09:00 hours

“Penalties” means any fine or charge incurred by the Vehicle including but not limited to public parking fines, private parking fines, speeding tickets, penalties, fines incurred under the Road Traffic Act 1974 or similar legislation or regulation, interest and other charges which is demanded of the Supplier as registered owners of the Vehicle

“Relief vehicle” means a replacement vehicle provided to the Customer if the Customer is entitled to such a replacement under this Agreement

“Rental” means a Hire the duration of which is a minimum of 1 month and a maximum of 12 months

“RFL” means road fund licence

“Start Mileage” means the mileage of the Hire vehicle at the time of Delivery as detailed in the Condition Report. Referred to on Short Term Rental Agreement as “ODO out”

“Supplier” means DriveElectric

“Termination” means to bring this Agreement to an end

“Termination Date” means the agreed date in which the Hire Agreement between the Customer and DriveElectric is ended

“VAT” means value added tax at the applicable rate from time to time in force

“Vehicle” means the car or van which has been hired by the Customer under this Agreement set out in the Hire Schedule and the Condition Report

2. Bookings and Hires

Rental and Contract Hire Bookings can only be made with DriveElectric by an Authorised Signatory of the Customer.

Individual Hire details in respect of Bookings are confirmed by the signed Hire Schedule.

The Customer shall hire the Vehicle from DriveElectric, together with all tyres, tools, accessories, manuals and shall return the Vehicle on Termination of the Hire in Good Condition, repair and working order.

Insurance for the Hire shall be provided by the Customer as detailed in the Hire Schedule and as provided for in this Agreement.

Upon Delivery of the Vehicle it is the Customer's responsibility to check the Start Mileage from the Condition Report reflects the mileage of the Vehicle because it will be used by DriveElectric to calculate the Contracted Mileage.

3. Use of the Vehicle

The Customer shall at all times during the Hire of the Vehicle ensure that it is used in a lawful and reasonable manner and that the Vehicle is not used:

- (a) for the carriage of passengers for hire or reward;
- (b) for any unlawful purpose;
- (c) to propel or tow any other vehicle or trailer without the prior written consent of DriveElectric;
- (d) for motor sport, racing, pace making, reliability trials, speed testing or driving tuition;
- (e) to carry a number of passengers and/or baggage which would cause the Vehicle to be overloaded or in the case of a commercial vehicle to carry a payload which exceeds the maximum permitted payload for the Vehicle;
- (f) by any person not authorised by the Customer;
- (g) by any person not holding a current driving licence;
- (h) by any person not covered by the Customer's insurance policy;
- (i) outside of the UK and Northern Ireland without the prior written consent of DriveElectric; or
- (j) as security for any debt, loan or charge. The Customer is not permitted to sell the Vehicle which at all times remains the property of DriveElectric.

The Customer is also prohibited from subletting the Vehicle at any point during the Hire of the Vehicle.

4. Maintenance

The Customer is without limitation responsible for the lawful roadworthiness, general maintenance and upkeep of the Vehicle during the Hire. This includes but is not limited to regular servicing and replacement of worn parts.

DriveElectric will cover the cost of all servicing and mechanical repairs unless the repair is required due to faulty operation of the vehicle, accidental damage (which should be covered by insurance but may include mechanical damage) costs arising due to missed service schedules while in the care of the customer or any other reason apart from regular service or wear and tear of mechanical items expected in normal use according to manufacturer guidelines.

The Customer warrants to ensure that the Vehicle is serviced in accordance with the manufacturer's recommendations at DriveElectric's approved garage.

The Customer will not without the prior written consent of an Authorised Signatory of DriveElectric, modify the Vehicle, make any alterations or additions to the Vehicle, deface or paint or display any advertisement on the Vehicle.

In the event that on Collection the Vehicle is not in good condition, repair and working order, the Customer shall pay to DriveElectric, forthwith on demand, the cost of making good any damage (allowing for fair wear and tear in accordance with the BVLRA standards) suffered by the Vehicle and the cost of the removal of any modification to the Vehicle. DriveElectric will make a reasonable estimate of these costs when invoicing the Customer and the Customer agrees to accept this estimate without query.

The Customer further agrees to cover the cost of replacing any tyres, tools, accessories or manuals that are not returned in good condition, plus an Administration Fee in respect of each replacement.

5. Insurance Conditions.

The customer warrants that the vehicle is covered by fully comprehensive insurance for the duration of the hire including period while waiting for collection. The Customer warrants that its insurance exempts and holds harmless DriveElectric from any and all responsibility arising from the operation of the Vehicle during the Hire until the Vehicle is back in the possession of DriveElectric or their authorised handlers.

The Customer is obliged to provide DriveElectric with a copy of their current insurance certificate prior to the commencement of the Hire and the Customer shall ensure that valid insurance documents and driving licences are carried by its Named Driver and/or any other nominated driver(s) at all times for the duration of the Hire.

The Customer warrants that it will only allow the Named Driver and/or any other nominated driver(s) who the Customer warrants is comprehensively covered to drive the Vehicle under the Customer's insurance policy.

The Customer fully indemnifies DriveElectric in the event that the Customer's insurance policy lapses, has been terminated, or is invalid for any reason. The Customer further fully indemnifies DriveElectric in the event that the Named Driver and/or any other nominated driver(s) drives the Vehicle in any way which is not covered by the Customer's insurance or that the Named Driver and/or any other nominated driver(s) permits another person to drive the Vehicle during the Hire who is not covered by the Customer's insurance.

In essence, the Customer is fully responsible for any loss of, or damage to, the Vehicle, and damage or any injury to any third party caused during the duration of the Hire. The Customer must continue

to pay DriveElectric all charges in relation to the Hire until the Vehicle, or its equivalent, is available to DriveElectric in the condition in which it was supplied.

If available the customer may pay for insurance to be provided with the vehicle and this would be subject to separate terms and conditions however all of the conditions in section 5 would still apply.

6. Damage to a Vehicle

At Delivery, it is the Customer's responsibility to ensure that the Vehicle supplied by DriveElectric to the Customer is checked for any damage, prior to acceptance of Delivery.

If an Out of Hours or unattended delivery has been requested by the Customer, the Customer must check the Vehicle prior to driving to agree any damage noted on the Condition Report. Any damage to the Vehicle found that is not marked down on the Condition Report must be reported to and agreed by DriveElectric immediately and prior to the Customer's Named Driver driving the Vehicle.

Following Termination of a Hire and Collection of a Vehicle, DriveElectric will endeavour to notify the Customer of any new damage claims within seven working days of the Vehicle being collected.

In the event of any damage being caused by or to the Vehicle during the Hire, the Customer acknowledges that a third party claim may be sent to the Customer at any time following Termination. In the event that DriveElectric receive any third party claims, the correspondence will be sent to the Customer to deal with. The Customer agrees that the Customer must respond to all third party correspondence directly and promptly.

When DriveElectric informs the Customer of a new claim, the Customer must confirm acceptance of the claim, or to give a valid reason for dispute, within 7 working days of notification of the Customer by DriveElectric, with a copy sent to DriveElectric. Any failure by the Customer to confirm acceptance of a claim, or to give a valid reason for dispute, within this timeframe will be deemed as confirmation that the Customer has authorised the repairs and DriveElectric will auto-bill. Disputes will not be accepted after this period.

If a claim has been disputed, the Customer must provide evidence of the dispute. Disputes advising that the driver did not check the Vehicle on Delivery, prior to driving, or on Collection, will not be accepted.

DriveElectric will endeavour to provide the following documentation within a reasonable timeframe:

- (a) Vehicle Condition Report, where applicable
- (b) Estimate
- (c) Images, where applicable

The invoice for repairs will be sent electronically to the Customer's nominated email address. VAT and administration charges will be added where applicable. The invoice must be settled within 30 days of receipt. Any unpaid invoice will be subject to interest which will incur daily at a rate of 8% per annum.

7. Vehicle breakdown

On Rental of a Vehicle, emergency breakdown contact numbers will be communicated at the start of the Hire. It is the Named Driver's responsibility to ensure that they are passed on to any other Customer nominated driver(s). Breakdown cover will not necessarily enable a vehicle to be recovered over long distances and the breakdown operator may elect to leave the vehicle at a suitable repair facility. Onward travel cover is not guaranteed to return the driver to their desired destination.

8. Accidents

In the event of an accident involving the Vehicle, the Customer must ensure that the person who was driving the Vehicle at the time of the accident completes an accident report form, and informs the police, insurance provider and DriveElectric, as soon as possible.

Repair work must not be carried out on a Vehicle without the prior written consent of DriveElectric.

In respect of a Rental Hire DriveElectric will be responsible for arranging for the Vehicle to be repaired.

The vehicle hire agreement continues while the vehicle is being repaired and therefore payments for the hire will be due until the vehicle is returned to DriveElectric and the rental agreement terminated.

Any repair work must be carried out to manufacturers standards and any devaluation due to low quality repair work may be chargeable at any point up to 3 months after the sale of the vehicle.

DriveElectric reserve the right to make any claim relating to the accident with 3rd parties and the customer does cannot waive the right for DriveElectric to claim.

9. Relief vehicle

In the event that a Vehicle is not driveable as a result of a mechanical breakdown then the Customer may be entitled to a Relief vehicle after 48 hours off the road.

In the event a Relief vehicle is supplied, DriveElectric will endeavour to ensure that the relief vehicle provided is like for like with the Vehicle but no guarantee or warranty is given in this regard and it may be that the Relief vehicle provided is not electric even though the Vehicle is electric.

In the event of a vehicle not being available due to accident or other damage not caused by normal wear and tear a replacement vehicle may be made available under a new short term rental agreement at cost appropriate for the type of vehicle and duration supplied along with other charges such as delivery.

Relief vehicles are subject to all terms and conditions in this agreement including but not limited to insurance, damage, penalties and fines etc.

10. Driving outside the UK

The Customer is prohibited from taking the Vehicle outside the UK without prior written confirmation from DriveElectric. In any event, DriveElectric does not permit its vehicles to leave countries outside the European Economic Area. Sight of the correct DVLA documentation and proof of both insurance and breakdown cover will be required by DriveElectric before its written approval will be considered or provided. Approval will only be granted for 28 days or less.

11. Arrangements for and Termination of the Vehicle Hire

The Termination of the Hire will take place on the date indicated as the Collection Date or Return Date in the Hire Schedule or the actual collection date whichever results in the longest rental period.

An Early Termination of the Booking or return of the Vehicle prior to the Return Date detailed on the Hire Schedule will incur an immediate charge for the remaining rental amounts plus any additional costs outlined in this agreement.

At least 7 working days prior to the Return Date, the Customer must inform DriveElectric of the Collection Address, Collection Date and Collection Time for the Collection of the Vehicle and termination of the Vehicle Hire. The Customer is required to contact DriveElectric by telephone to advise DriveElectric of these Collection details verbally.

Once the Customer has advised DriveElectric of these details, DriveElectric will confirm the Customer's instructions for Collection by sending an email to the Named Driver and the Authorised Signatory, if different. Following receipt of this email, any change the Customer might require with respect to the Collection Address, Collection Date or Collection Time must be given to DriveElectric a minimum of 48 hours prior to the Return Date. In the event that the Customer provides less than 48 hours' notice of amendments to the Collection Address, Collection Date and/or Collection Time for the Collection of the Vehicle and Termination of the Vehicle Hire DriveElectric will be entitled to levy additional charges to rearrange Collection.

The Vehicle must be parked legally when it is left for Collection. Any fines, charges or penalties incurred as the result of a Vehicle being parked illegally on Collection will be borne by the Customer. DriveElectric will also charge an Administration Fee at the agreed rate.

Keys must be readily available at the time of Collection. In the event of Abortive Collection the Hire will continue at the agreed rate until the Vehicle is returned to DriveElectric.

In the event of Keys being locked within the Vehicle or keys going missing prior to Termination, costs incurred will be re charged to the Customer. Keys must not be left on/around/in the Vehicle at any time. Where possible, Keys should be left with a nominated individual to ensure security of the Vehicle Collection for both the Customer and for DriveElectric.

In the event that Excess Mileage has been or is being incurred, DriveElectric reserves the right to bring forward the Return Date and to terminate the Hire by giving 24 hours' notice of Collection.

Charges for any damage to the vehicle identified on return may be made in line with provisions made elsewhere in this agreement.

12. Fuel / Excess Mileage

The Vehicle must be returned with the same amount of fuel that was recorded on the Condition Report at Delivery. Charges may apply if this is not adhered to, as detailed in the Hire Schedule.

If the Vehicle is an electric vehicle, the Vehicle must be with a minimum range of 100 miles, otherwise the Customer agrees that DriveElectric will charge the Customer the cost of recovering or additional charging costs incurred returning the Vehicle (detailed in the Ancillary Charges as "Call out charge"), and the time it takes to recharge the Vehicle and an Administration Fee.

Excess Mileage may be billed to the Customer for any Excess Mileage above the Daily Distance Allowance mileage at the Excess Distance Rate as detailed in the Hire Schedule.

13. Penalties

Any Penalties, for example but not exclusively parking fines, congestion charges, tolls etc incurred relating to use of the vehicle during the Hire will be the Customer's sole responsibility. If the Customer does not pay any Penalties directly to the issuing authority when notice is received by the Customer all such charges will be paid by DriveElectric without appeal and billed by DriveElectric to the Customer, including any increases for late payment, together with an Administration Fee (detailed on the Short Term Hire Agreement).

Notice of driving offences relating to any person driving the hired vehicle will be replied to with the customer's details to the issuing authority for direct prosecution and therefore become the responsibility of the customer to process accordingly. An administration fee as itemised on the Short Term Hire Agreement will be charged.

14. Invoicing / Payment Terms

All amounts payable in relation to this agreement will normally be paid by direct debit or if agreed by payment method identified on the Short Term Hire Agreement. Normally payments are debited monthly in the case of rentals and 28 days after invoice date in the case of all other charges. DriveElectric must be advised of any invoice discrepancies within 7 working days of receipt of the invoice. Rentals or other amounts due that are not paid when due will incur interest charges on the overdue sum at the Finance House Base Rate (as published by the Finance and Leasing Association) current from time to time plus 2% along with any cost of recovery including but not exclusively legal fees, court fees, additional administration etc.

15. Termination of these Terms and Conditions

DriveElectric reserves the right to amend, rescind, revise, or terminate, the Customer's rates as detailed in the Hire Schedule, and/or these terms and conditions by giving the Customer no less than 30 days' written notice at any time.

Either the Customer or DriveElectric may terminate these terms and conditions, by written notice, in the event that the other:

- (a) is in breach of its obligations under the Hire agreement and does not remedy such breach within 30 days of notification of the breach; and/or
- (b) has a bankruptcy order made against them; or
- (c) makes any arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors; or
- (d) (being a body corporate) convenes a meeting of creditors, whether formal or informal; or
- (e) enters into liquidation, whether voluntary or compulsory, except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation; or

- (f) has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof; or
- (g) has documents filed with the court for the appointment of an administrator of such party or notice of intention to appoint an administrator is given by such party directors or by a qualifying floating charge holder, as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986; or
- (h) has a resolution passed or a petition presented to any court for the winding-up of such party for the granting of an administration order in respect of such party; or
- (i) has proceedings commenced relating to the insolvency or possible insolvency of such party; or
- (j) suffers any equivalent or similar event in any jurisdiction in consequence of debt.

16. Customer's Financial Liability

The Customer acknowledges its liability to pay DriveElectric on demand:

- (a) the daily, weekly, fortnightly or monthly payments for the Hire of the Vehicle as detailed in the Hire Schedule; and
- (b) all sums properly due under these terms and conditions and this Agreement especially excess mileage charges, Congestion Charge, Abortive costs and Penalties together with the requisite administration charge(s); and
- (c) costs on a full indemnity basis to repair collision or other damage, however caused, to the Vehicle during the Hire; and
- (d) loss of revenue to DriveElectric for any period during which the Vehicle is available to supply for hire; and
- (e) the replacement costs of the Vehicle in the event of theft; and
- (f) if fuel is provided, the cost of fuel consumed during the Hire;
- (g) costs on a full indemnity basis to repair collision or other damage, however caused, to an third party vehicle by a driver of the Vehicle during the Hire;
- (h) damages and costs on a full indemnity basis in respect of any injury caused to any third party, however caused, by a driver of the Vehicle during the Hire; and
- (i) any VAT or local or other taxes payable.

17. Supplier's Financial Liability

This clause sets out the entire financial liability of DriveElectric (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of any breach of these terms and conditions and/or any further conditions agreed in respect of any Hire and any representation, statement or tortious act or omission (including negligence) arising under, or in connection with, these terms and conditions a Hire.

DriveElectric shall not be liable for any loss of or damage to any property left, stored or transported by the Customer or any other person in or upon the Vehicle at any time during or after the Hire.

Except as expressly set out in these terms and conditions, all warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law, excluded from these terms and conditions.

DriveElectric will not be liable for loss of profits; or loss of business; or depletion of goodwill and/or similar losses; or loss of anticipated savings; or loss of goods; or loss of contract; or loss of use; or loss or corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges, or expenses; and

Nothing in these terms and conditions limits or excludes the liability of DriveElectric for death or personal injury resulting from negligence; or any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by DriveElectric.

18. Force Majeure

Neither party shall be liable for any failure to perform, or delay in performing, any of its obligations (other than payment and indemnity obligations) if, and to the extent that, the failure or delay is caused by any acts, events, omissions or accidents beyond its reasonable control ("Force Majeure") and the time for performance of the obligation, the performance of which is affected by such Force Majeure, shall be extended accordingly.

19. Third Party Rights

Any person who is not a party to these terms and conditions other than DriveElectric's permitted assignee(s) has no right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

20. Variation and Waiver

No variation of these terms and conditions shall be effective unless it is in writing and signed on behalf of DriveElectric

DriveElectric reserves the right to increase the Administration Fee, Excess Mileage charge or Ancillary Charges on 30 days' notice and the Customer agrees to accept the increment having received that notice.

Any waiver, by either party, of a breach or default of any of the provisions of these terms and conditions by the other party must be in writing and shall not be construed as a waiver of any succeeding breach of the same, or other, provision(s), nor shall delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have, hereunder, operate as a waiver of any breach or default by the other party.

21. Assignment

DriveElectric may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement.

The Customer is not permitted to assign, transfer, mortgage, charge, declare a trust over, or deal in any other manner with any of its rights and obligations under this Agreement.

22. Governing Law and Jurisdiction

These terms and conditions and any Hire shall be governed by, and construed in accordance with, English Law and the parties agree to the exclusive jurisdiction of the Courts of England and Wales.

23. Acceptance of terms

The customer confirms acceptance of these terms in their entirety by signing the Short Term Rental Agreement or in lieu of this signing for acceptance of the vehicle.

24. Entire Agreement

This Agreement and those documents referred to within this Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.