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## FLEET CUSTOMER MEMBER TERMS AND CONDITIONS

This section (together with the documents expressly referred to on it) provides you with information about us and the legal terms and conditions (Terms) upon which we supply the Car Club to you.

You are being asked to register as a Member of Enterprise Car Club and as such accept these Terms and Conditions by virtue of the fact that your employer has procured Car Club services from their Fleet Company.

### 1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

**Charges** means any amount that is owed by your Fleet Company and billed by us including applicable taxes and other fees, charges and penalties as set out in these Terms and Conditions.

**Enterprise Car Club (We/Our/Us)** means, in the UK Enterprise Rent-A-Car-UK Limited (company number 02946689), a company incorporated in England and Wales and having its registered office at Enterprise House, Vicarage Road, Egham, Surrey TW20 9FB and in Ireland, ERAC Ireland Limited (company number 269602), a company incorporated in Ireland having its registered office at Unit 4, Lyncon Court, IDA Business & Technology Park, Snugborough Road, Blanchardstown, Dublin 15, Ireland trading as Enterprise Car Club and any of its successors and assigns, responsible for administering and operating the Enterprise Car Club.

**Fleet Company** means an organization who has contracted with your employer for the leasing of vehicles or fleet management services for your employer's business fleet;

**Organisation** means your employer or any other organisation which provides you with authorisation, access to, and support for use or access to the Car Club.

**Rental Period** means the period between the time that you take possession or should have taken possession of the Vehicle and the time that you return or should have returned the Vehicle to the location designated by the Organisation or as required by us.

**Vehicle** means the vehicle reserved by you or any replacement vehicle(s) as may be provided by us in accordance with these Terms and Conditions.

### CHANGES TO THE TERMS

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We may revise these Terms at our own discretion from time to time. Whenever we revise these Terms, we agree to notify you of any changes to the Terms through your account or by email to the address we have for you on file as appropriate. Changes shall be deemed approved if You do not object to them in text form (e.g. email) within 30 days of the announcement of the respective change.

- 1.2 You may request, save and print the current Terms and Conditions at any time from [membership@enterprisecarclub.co.uk](mailto:membership@enterprisecarclub.co.uk) (for UK) [membership@enterprisecarclub.ie](mailto:membership@enterprisecarclub.ie) (for Ireland) or your Car Club account manager.

## 2. CONCLUSION OF CONTRACT

- 2.1 You are making a binding offer to register for a Enterprise Car Club Account by clicking on the registration link sent to You by Fleet Company or Us, providing all information requested during the registration process, and clicking the "Submit Application" button ("**Offer**").
- 2.2 Immediately upon receipt of the Offer by Us, We will send a confirmation of receipt of the Offer to the email address provided by You during the registration process. This order receipt confirmation e-mail does not constitute acceptance of the offer by Us. The contract between the contracting parties shall be concluded by Us sending You a further e-mail with the membership number and confirming the offer therein ("**Conclusion of Contract**"). No other person shall have any rights to enforce any of the terms of the contract. You can cancel your registration or membership at any time on the following link <https://www.enterprisecarclub.co.uk/gb/en/contact-us/leave-car-club.html>(for UK) and by emailing [membership@enterprisecarclub.ie](mailto:membership@enterprisecarclub.ie) (for Ireland).

## 3. ELIGIBILITY

- 3.1 You must be at least 19 years of age in the United Kingdom or 21 years of age in Ireland (older for some car classes) unless agreed otherwise with Organisation/Fleet Company and hold a valid driving licence in the country(ies) in which you will be driving the Vehicles.
- 3.2 We may ask you to prove the validity of your licence when activating your account and at regular intervals thereafter.
- 3.3 If your licence is suspended, becomes obsolete/expired, cancelled, invalidated or withdrawn or if it is lost or when you have been subject to a driving ban, the right to drive our Vehicles is suspended for the duration of the withdrawal, loss or ban. You must notify us without undue delay of the suspension or limitation of your right to drive, any driving bans becoming effective or any temporary securing or seizure of your licence.

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### 4. BEFORE YOU BEGIN

Prior the start of each Rental Period, you must inspect the Vehicle and inform us, the Fleet Company and the Organisation of any damage, defects or missing parts in accordance with the damage evaluator located in the glove compartment of the Vehicle. If nothing is reported to us in advance of a Rental Period, You agree that there was no damage, defects or missing parts on the Vehicle at the commencement of the relevant Rental Period.

### 5. USE OF THE VEHICLE

5.1 You must not use the Vehicles or allow them to be used:

- (i) by anyone other than You or other registered members working for Organisation (an "Additional Member");
- (ii) to smoke in. The use of e-cigarettes in Vehicle is also prohibited;
- (iii) for carriage of passengers for hire or reward;
- (iv) for deliberately causing personal injury or property damage or for any illegal purpose;
- (v) for racing, pacemaking, testing the Vehicle's reliability and speed, or teaching someone to drive;
- (vi) while You are under the influence of alcohol, narcotics or drugs;
- (vii) to go to countries or places outside of the mainland where your rental originated unless We give You written permission;
- (viii) overloaded with more passengers than seatbelts, to transport children without the legally required car seats, or otherwise in breach of the legally prescribed safety precautions;
- (ix) to propel or tow any other vehicle or wheeled equipment, unless the Vehicle is fitted with a tow bar and You have express permission from Us;
- (x) on unpaved roads, racetracks, beaches and test courses;
- (xi) to transport easily flammable, toxic, or otherwise dangerous substances other than minimum amounts for household use;
- (xii) in a careless or reckless manner;
- (xiii) to drive through or over water or over any objects that You knew or ought to have known rise above the ground clearance of the Vehicle;
- (xiv) to drive under a barrier lower than the overhead clearance of the Vehicle;
- (xv) in or on that part of any aerodrome, airfield, airport, or military installation designed for the take-off, landing, taxiing, or parking of aircraft and aerial devices, including any associated service roads, fuel supply areas, ground equipment parking areas, aprons, maintenance zones, and hangars;
- (xvi) to transport goods with a weight heavier than that authorised for the Vehicle, or to transport goods deficiently distributed or badly secured, or to carry goods that you do not own for a fee without Our written permission; or
- (xvii) in contravention of these Terms and Conditions or the applicable laws, safety rules and requirements of the countries where the Vehicle is used.

5.2 You must not remove livery from a Vehicle.

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### 6. YOUR MAIN OBLIGATIONS

6.1 You agree to comply with these Terms. We reserve the right to end Your membership immediately and to take possession of a Vehicle at any time should You fail to comply with these Terms.

6.2 You are required to:

- (i) look after the Vehicle making sure it is locked and secure when not in use and that You have used any security device fitted to the Vehicle.
- (ii) look after the key to each Vehicle. In the event that a key is lost, stolen, or misplaced by You, You shall be liable for the full replacement cost of the key, and the Vehicle's locking system and immobilisers, together with an administration fee.
- (iii) stop using the Vehicle as soon as possible and contact Us as soon as You become aware of any fault with or malfunction of the Vehicle. In particular, You must take into account any warning lights that may appear on the dashboard of the Vehicle;
- (iv) bring the Vehicle back to its designated parking space at the end of the Rental Period in the same condition as it was at the beginning of the Rental Period;
- (v) remove all personal possessions from the Vehicle at the end of a reservation. We do not accept any responsibility for any possessions that are left in a vehicle.
- (vi) Where the vehicle requires fuel, keep the vehicle sufficiently supplied (always above one quarter of a tank of each type of fuel) with the correct, non contaminated fuel, using the fuel card if supplied. Where the vehicle is an electric vehicle, to plug in the vehicle to the charging station and place on charge at the end of the rental.
- (vii) ensure that the membership card issued to you or other means of accessing the vehicle (app or contactless card) ("Membership Card") and the PIN you selected, are not used by any other person. You must notify us immediately if the Membership Card is lost or stolen. You accept all responsibility for any unauthorised use of the Membership Card prior to you reporting as lost or stolen to us.

In case of an accident or if the Vehicle is lost or stolen, You are required to do the following:

- (i) accurately report the accident, theft or loss to us, the Fleet Company and the Organisation immediately and confirm this in writing (email is sufficient) to Us no later than 1 business days in case of a theft and in all other cases 2 business days, from the moment You become aware of the event;
- (ii) report any theft or loss (or where appropriate, any accident) to the police as soon as reasonably possible and confirm this promptly in writing (email is sufficient) to Us;
- (iii) avoid admitting responsibility to anyone in relation to the accident unless required to do so by legal process;
- (iv) obtain and provide us, the Fleet Company and the Organisation with the details of everyone involved, including witnesses and police details (if applicable);
- (v) promptly forward to Us any notices or other documents relating to any legal proceedings arising out of the accident, theft or loss;

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- (vi) cooperate with Us and Our insurers including responding to requests for full and true information and provide assistance in any matters or legal proceedings including allowing proceedings to be brought by Us in Your name and defending any proceedings brought against You; and
- (vii) return the original keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started to Us.

### **7. INSURANCE AND LIABILITY**

- 7.1 Where expressly stated in writing by us, and where you are using the Vehicle with our permission and remain compliant with these Terms, Damage Waiver (“DW”) and Third Party Liability coverage will be included in the Charges.
- 7.2 Where DW is applicable, We will not hold Organisation, Fleet Company or You liable for damage to and loss or theft of the Vehicle, including any towing, storage and impound fees reasonably incurred by Us as a result of the damage to and loss or theft of the Vehicle. However, Organisation, Fleet Company or You will instead have to pay the excesses agreed with the Fleet Company every time the Vehicle is damaged or stolen or lost. The excess can be reduced if Organisation/Fleet Company requests Excess Protection “EXP” from Us in which case We will reduce the responsibility for any loss caused by damage to or theft of or loss of the Vehicle to the lower excess agreed between Us and Organisation every time the vehicle is damaged, stolen or lost. You agree that neither DW or EXP exempts Organisation or You of any costs arising from damage to, tyres, lost, stolen or broken keys, key rings, accessories (including but not limited to pin pad) or damages caused by (i) the use of incorrect or contaminated fuel; (ii) any breach of sections 6 and 7 of these Terms and Conditions (unless such breach is excused under applicable law) (iii) if you failed to take all measures to look after and secure the Vehicle or the keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started.
- 7.3 Third Party Liability: Third party liability protection is included in the daily rate unless agreed otherwise between Us and Fleet Company. Where included, and You are in compliance with these Terms and Conditions, use of the Vehicle will be covered, subject to all terms, conditions, limitations, exceptions and exclusions, under Our motor fleet insurance policy against claims from a third party alleging injury, death or damage to property, as required by the Road Traffic Act 1988 (as amended), Road Traffic (Northern Ireland) Order 1981 for rentals originating in the UK or by the Road Traffic Acts 1961 to

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2018 (as supplemented and amended from time to time) for rentals originating in Ireland or any other legislation currently in force in any jurisdiction in which You operate the Vehicle with Our permission. The policy gives the insurer the sole right to settle any claim as they may decide is necessary. Organisation, Fleet Company and You agree to fully cooperate and assist Us and Our insurers in the investigation of any third party claim. If We or Our insurers are required to make any payment to a third party as a result of the use of the Vehicle which involved a breach by You of any of these Terms and Conditions, Organisation, Fleet Company or You will have to pay on demand all sums reasonably paid by Our insurers in relation to the claim. This is in addition to any damages or other equitable relief which We may legally claim as a result of the breach. If You provide false information in relation to any third party claim, or if We or Our insurers suspect fraud, We may notify the relevant fraud prevention agencies and databases, and You may be prosecuted.

7.4 We shall have the sole right and responsibility to repair the Vehicle. If with our permission you change any equipment such as wiper blades or bulbs then please keep the receipt and we will reimburse you.

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

- (i) Any amount invoiced to Us by the repair facility for the specific repair of the Vehicle, or replacement of the part or accessory;
- (ii) a bona fide estimate of the cost to Us of the repair of the Vehicle, or replacement of the parts or accessories (as applicable) calculated by reference to Our standard list of minor repairs (which has been independently verified and is available upon request) or by an estimate provided by a repair shop. The amount invoiced to You for any repairs will be lower than the manufacturer suggested retail price but may be higher than Our cost, because the invoiced amount will not reflect any rebates which We may subsequently receive from the repair shop or supplier based on Our volumes of purchases and long term relationships, and may not include any economies of scale where damage caused by different customers are repaired simultaneously;

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- (iii) To the extent that any repair does not fully restore the value of the Vehicle, a reasonable sum for the diminishment of value as determined by an independent motor engineer;
- (iv) In the event that the total estimated repair cost is greater than the value of the Vehicle minus the salvage value, an estimate of the retail value of the Vehicle immediately prior to the damage, as independently verified, less the salvage value;
- (v) Our loss of income of the Vehicle, not to exceed 30 days, provided this does not result in Us being compensated twice for the same loss;
- (vi) in case of theft or loss of the Vehicle, an estimate of the pre-theft or pre-loss retail value of the Vehicle, as independently verified;
- (vii) an administrative cost of £/€ 50 or £/€100 (higher fee will be charged when We deem vehicle to be uneconomical to repair); and
- (viii) Any towing, storage and impound fees reasonably incurred by Us as a result of the damage to, loss or theft of the Vehicle during the Rental Period.

7.6 We are responsible to You for foreseeable loss and damage caused by Use. If We fail to comply with these terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breaking this contract or Our failure to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both Us and You knew it might happen, for example, if agreed in writing between the Us and You.

7.7 We do not exclude or limit in any way Our liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of Your legal rights in relation to the services.

7.8 We are not liable for business losses. If You use the services for any commercial, business or re-sale purpose We will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7.9 We may not own, control or maintain the land on which the Vehicle(s) are located. In such cases, We accept no responsibility or liability for the same.

## **8. PRICE AND PAYMENT**

8.1 Unless expressly stated otherwise, you will not directly be required to meet the Charges payable to us for the provision of the Enterprise Car Club, your Fleet Company and/or Organisation shall settle any and all payments due for the provision of Car Club services.

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### 9. DATA PROTECTION NOTICE

9.1 We, as data controller, may use your personal data collected in connection with the Agreement or any related agreement or service (“Customer Personal Data”), and disclose it, for the purposes described in these Terms and Conditions in accordance with applicable data protection laws and in our current Privacy Policy which can be accessed at <https://privacy.ehi.com>. We, or any subsidiary (for further details see below) or Enterprise Holdings, Inc. may:

- (i) Process Customer Personal Data to manage your membership and our commercial relationship, administer our loyalty or benefits program, communicate with you about or assist with your membership and to share information about the service and/or fleet. We process Customer Personal Data for this purpose on the basis of (i) contractual necessity (e.g. billing) or (ii) our legitimate interests in ensuring the effective delivery of the requested services, when these interests are not overridden by your data protection rights;
- (ii) Store Customer Personal Data that relates to any incident arising from your dealings with us if we think that, as a result of any incident, you could be a risk for future rentals. For example, where permitted by law, we will record data about your failure to pay, theft of or Damage to a Vehicle, abusive behaviour towards our staff, any relevant criminal offence committed or alleged or if you have driven under the influence of drugs or alcohol. This may mean that future rental requests with Us may not proceed. We process Customer Personal Data for this purpose on the basis of our legitimate interests in protecting our employees, other customers, the public and our property from safety or financial risks based on past customer conduct, when these interests are not overridden by your data protection rights;
- (iii) Verify personal, driving and credit information (including Customer Personal Data) provided by you, which could include through credit agencies, the Driver and Vehicle Licensing Agency (**DVLA**), the Driver and Vehicle Agency (**DVA**), any other licensing authorities, fraud prevention agencies/databases, or other sources. We process Customer Personal Data for this purpose on the basis of our legitimate interests in preventing fraud, when these interests are not overridden by your data protection rights;
- (iv) Process Customer Personal Data in order to carry out phone, text and email customer satisfaction surveys. We process Customer Personal Data for this purpose on the basis of our legitimate interests in ensuring customer



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satisfaction of the services which we provide, when these interests are not overridden by your data protection rights;

- (v) Send you marketing communications (by post or electronic communications) about similar products or services which we think may be of interest to you. This can include the provision of targeted advertising on our sites, selected partner sites and social networks. We process Customer Personal Data for this purpose on the basis of our legitimate interests in conducting such marketing, when these interests are not overridden by your data protection rights but, where required, will seek your consent to do so at the time of data collection.
- (vi) Compile statistics and analysis about your use of our products and services, including statistics based on anonymized data, which enable us to provide you and other customers in the future with better customer service, products, features, and functionalities;
- (vii) Provide details of any accidents in which you are involved (including Customer Personal Data) to relevant insurance databases. We process Customer Personal Data for this purpose where necessary for the establishment, exercise, or defence of legal claims;
- (viii) Provide Customer Personal Data to government agencies who oversee road scheme programmes for the purpose of assisting in the enforcement of any traffic regulation during the Rental Period. We process Customer Personal Data for this purpose where necessary to ensure our compliance with applicable legal obligations; and
- (ix) Provide Customer Personal Data to the relevant motor tax office or authority, debt collectors, credit agencies, and any other relevant organization or authority on the basis of (i) contractual necessity, (ii) compliance with a legal obligation and/or (iii) our legitimate interests to recover any pending debt. We may also provide this information to the British Vehicle Rental and Leasing Association (BVRLA), which can share your personal information with its members to prevent crime and protect its assets.

9.2 If you breach these Terms we can provide such of your Customer Personal Data as maybe relevant to the licensing authority, law enforcement, debt collectors and any other relevant organisation.

9.3 The Vehicle may be equipped with (i) emergency notification functionalities (“eCall System”) and (ii) telematics systems and infotainment which are independently controlled by the manufacturer (“OEM”) of your Vehicle. The eCall System is provided in order to ensure that you and your passengers receive appropriate assistance in the case of an

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emergency. In the event that a Vehicle has been reported as potentially or actually lost or stolen, we will request access to the necessary telematics systems data from the relevant OEM. Contact details of the OEMs along with their applicable privacy disclosure which may include system and service limitations, warranty exclusions, limitations of liability, descriptions of use, disclosure and retention of information, your individual rights, and any data transfer outside the European Economic Area may be found on the OEMs' respective websites or see a list of the OEM's we purchase vehicles from in our Privacy Policy.

The Vehicle will also be equipped with a telematics system controlled by us. We use the capabilities enabled by these telematics systems to (i) issue commands to the Vehicle, such as unlocking and locking the Vehicle, for the purpose of facilitating your trip, (ii) gather location information regarding the beginning and end of your trip for billing purposes, (iii) track location information and/or immobilize the Vehicle in the event of an overdue, lost, or stolen Vehicle (iv) validate fuel refund demands and (v) monitor location information should we be directly alerted with regards to issues with the Vehicle.

When you use any satellite navigation or infotainment system in this Vehicle, you are responsible for any information that is stored in the systems as a result of your use. We cannot guarantee the privacy or confidentiality of such information, and you must wipe it before you return the Vehicle to us. If you do not do this, the next users of the Vehicle will be able to access this information.

9.4 We may disclose Customer Personal Data to any of our subsidiaries (see Privacy Policy for details) or Enterprise Holdings, Inc. for the purposes listed above. We may also disclose Customer Personal Data: (i) to law enforcement or similar bodies, (ii) to meet certain legal compliance requirements for example, under AML (anti-money laundering) laws or (iii) as part of a sale or merger of our business assets or any due diligence process carried out in relation to same.

9.5 Enterprise maintains its global information systems in the United States. We will transfer and maintain your personal information in the United States and the United Kingdom.

9.6 When we transfer your personal information, we do so in accordance with European Commission-approved standard contractual clauses and maintain our certification status with the U.S. Privacy Shield Framework.

9.7 We retain your Customer Personal Data for commercially reasonable periods of time or in accordance with specific laws or policies. Information collected for a specified purpose will only be used for that purpose and, after a reasonable period of time, will no longer be

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actively stored when that purpose has been fulfilled. Inactive data may, however, continue to be used for statistical, marketing, archiving, and other analytical purposes

9.8 You have the right to: (i) access and port your personal data (including in certain cases in a commonly used, machine readable format); (ii) have your personal data rectified (where it is inaccurate or incomplete), (iii) have your personal data erased where we no longer have any legitimate reasons to process it; (iv) have your personal data restricted; (v) object to our processing of your personal data in certain circumstances; and (vi) lodge a complaint with the applicable supervisory authority.

9.9 If you have any queries in relation to our use (including disclosure) of your Customer Personal Data pursuant to the Agreement as described in these Terms and Conditions, please contact us by at the address stated in Section 1 or through the Contact Us form located at [www.privacy.ehi.com](http://www.privacy.ehi.com).

### **10. TERM TERMINATION**

10.1 Subject to section 10.3 below, the term of this contract is indefinite. The contract may be terminated by either party with 4 weeks' notice to the end of a calendar month.

10.2 The contract shall also terminate automatically without notice as soon as any applicable Enterprise Car Club agreement between Us and Fleet Company or Your employment relationship with the Organisation ends.

10.3 The right of both contracting parties to terminate without notice for good cause shall remain unaffected. Good cause for termination without notice by Us shall exist in particular if the Organisation or Fleet Company notifies Us that the You are no longer entitled to use Enterprise Car Club Vehicles, for whatever reason.

10.4 In the event of a breach or suspected breach of these Terms and Conditions or other instructions provided to you, We may terminate or suspend pending investigation your membership immediately.

### **11. GENERAL**

11.1 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

11.2 If there is any conflict between these Terms or any other documentation relating to the Enterprise Car Club, these Terms will take precedence except where we notify you in writing.

11.3 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with

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those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

### **12.0 GOVERNING LAW / ALTERNATIVE DISPUTE RESOLUTION**

- 12.1 These Terms shall be governed by and construed in accordance with the law where Enterprise Car Club has its registered address.
- 12.2 A full copy of Our complaints procedure is available to You upon request from Our registered office listed in section 1.
- 12.3 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without You having to go to court. For rentals originating in the UK, You can submit a complaint to the BVRLA via their website at <http://www.bvrla.co.uk/advice/guidance/using-bvrlas-conciliation-service>. The BVRLA will not charge You for making a complaint and if You are not satisfied with the outcome You can still bring legal proceedings. For rentals originating in Ireland, You can submit a complaint to the Car Rental Council of Ireland ("CRCI") or on the online dispute resolution platform of the European Commission is available at: <http://ec.europa.eu/consumers/odr/>.
- 12.4 If Renter lives in England and Wales, Renter shall bring legal proceedings in the English courts. If Renter lives in Scotland, the Renter can bring legal proceedings in either the Scottish or the English courts. If Renter lives in Northern Ireland, Renter can bring legal proceedings in either the Northern Irish or the English courts. If Renter lives in Ireland, Renter shall bring proceedings in the courts of Ireland.