

Enterprise Car Club General Terms

1. Additional Definitions

- 1.1. The following additional/deviating definitions shall apply:

Customer means either Customer as defined by Agreement Details or Customer's Affiliate who is making a Car Club order;
Customer Vehicles means the vehicles to be provided by Customer for the use of technology services as set out in the Order Form;

Damage Evaluator means the tool used for evaluating Damage to a Vehicle, a copy of which can be provided upon request;
Damage Recovery Unit or **DRU** means Renting Entity's department responsible for handling Vehicle Damage;

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

Dedicated Vehicle Location has the meaning set out in paragraph 3.1 of Enterprise Car Club Services Dedicated Vehicle Terms;

Exempted Interruption a Force Majeure Event or any Scheduled Maintenance;

Member means an individual who has made a successful application to Car Club in accordance with paragraph 2 and who is authorised by Renting Entity and Customer to use a Vehicle;

Member Terms means Renting Entity's terms and conditions to which the Members must agree and adhere during the period in which they are a Member of Car Club;

Order Form means the form used for ordering Car Club services;

Parking Controls means such reasonable parking measures as may be required by Renting Entity to be put in place by Customer at Customer's expense to ensure that the Parking Spaces are available at all times for the sole use of Services Vehicles;

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

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

Renting Entity means EAN or the Affiliate operating the respective Car Club scheme;

Scheduled Maintenance means any planned maintenance of the systems or any associated hardware or software;

Vehicle(s) means the vehicle(s) provided to Customer or the Members under Renting Entity's Car Club scheme or any replacement vehicle.

2. Membership

- 2.1. Each potential member must make an application on Renting Entity's designated website as notified to Customer from time to time, and agree to the Member Terms, in order to become a Member. For the avoidance of doubt, no employee will become a Member of Car Club until such time as Renting Entity accepts such employee's application, which shall be subject to the Customer or employee meeting Renting Entity's credit control criteria from time to time.
- 2.2. Renting Entity may charge a membership set up fee per Member to Customer for each application, as specified in the applicable Rates.
- 2.3. For the avoidance of doubt all memberships will continue until this Agreement is terminated, unless otherwise agreed between Renting Entity and Customer. Customer will notify Renting Entity in the event Member ceases to be an employee of Customer at which point that Member's membership shall be terminated.

3. Payment and Customer Responsibility

- 3.1. Customer shall pay, and/or shall procure that its Affiliates pay, within thirty days of receipt of invoice or notice, for any Rates owed, for vehicle damage not covered by any applicable DW, for (reimbursement of) third party claims not covered by any applicable liability protection, and for any damages or losses as a result of non-compliance with the Member Terms.

Enterprise Car Club Dedicated Vehicle Terms

Where Customer has opted to receive Dedicated Vehicles as part of Enterprise Car Club services the following additional terms and conditions shall apply:

1. Supply of Dedicated Vehicles

- 1.1. Subject to availability of Dedicated Vehicles, Customer may upon reasonable notice request additional Dedicated Vehicles from Renting Entity, and, if such request is accepted by Renting Entity, Customer agrees to pay the additional Rates for such Dedicated Vehicles such rates shall be set out in the relevant Agreement.

2. Dedicated Vehicles

- 2.1. Each Dedicated Vehicle will be provided with Renting Entity's logos and/or branding at no additional cost to Customer.
- 2.2. Renting Entity may, upon Customer's reasonable written request, co-brand a Dedicated Vehicle with Customer's logo at Customer's cost. For the avoidance of doubt, the cost will cover the installation and removal of Customer's logo.
- 2.3. Customer agrees to provide clear parking signs for the Dedicated Vehicle Location at its own cost either by:
- 2.3.1. painting on the ground an appropriate Car Club parking sign, or Renting Entity's approved logo, in each Dedicated Vehicle Location, or
 - 2.3.2. obtaining and affixing Renting Entity's standard parking signs.

3. Dedicated Vehicle Location

- 3.1. Customer shall provide designated Parking Spaces for each Dedicated Vehicle free of charge. Parking Spaces must have adequate mobile phone signal and shall be easily accessible and clearly visible at the location(s) specified in the Order Form (**Dedicated Vehicle Location**). The respective Parking Space may only be used by the Vehicle assigned to it.

4. Replacement Dedicated Vehicles

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

5. Fuel, Fuel Cards and Mileage

- 5.1. The cost of fuel and fuel cards are not included in the Rates and shall be payable by Customer.
- 5.2. If Customer is providing fuel cards for each Vehicle, Customer is responsible for the charges placed on such cards.
- 5.3. If it has been agreed that Renting Entity will provide fuel cards for each Dedicated Vehicle, the cost of fuel plus a monthly administrative fee shall be charged by Renting Entity to Customer in addition to the Rates.
- 5.4. The Maximum Mileage Allowance permitted is as stated in the Order Form. The applicable charges set out in the Rates for exceeding the Maximum Mileage Allowance for the Vehicles are based on each Vehicle's mileage, and not on a pooled basis, and are calculated at the end of each 28 day period.
- 5.5. All additional charges referred to in this paragraph 5 shall be included by Renting Entity in its monthly invoice.
- 5.6. Customer shall report accurate odometer mileage/kilometer readings to their assigned relevant branch (as notified by Renting Entity) every 28 days. An appropriate method of reporting shall be agreed between Renting Entity and Customer. Failure to report accurate mileage in a timely manner will result in Customer being responsible for costs associated with the non-warranty service or any repair issues.

6. Damage to the Vehicle

- 6.1. All Dedicated Vehicles will be assessed by Renting Entity for pre-existing damage at the beginning of the Term and for damage at the end of the Term using Renting Entity's Damage Evaluator. General queries about the damage process shall be directed to Renting Entity using the contact details provided to Customer in the first instance.
- 6.2. Customer shall ensure that an authorised individual is present on delivery of a Dedicated Vehicle at any time during the Term to verify the condition of the Dedicated Vehicle. If Customer fails to ensure that an authorised individual is present on delivery of a Dedicated Vehicle, any pre-existing damage to the Dedicated Vehicle, identified by Customer, must be communicated to Renting Entity within 1 hour of delivery, and in any event prior to use of the Dedicated Vehicle. If the Dedicated Vehicle is delivered outside of Working Hours, then Customer shall communicate any pre-existing damage to Renting Entity by 9.00 am on the next Working Day. If Customer fails to do so it shall have deemed to have accepted the condition of the Dedicated Vehicle as verified by Renting Entity.
- 6.3. Customer shall ensure that an authorised individual is present during the collection of a Dedicated Vehicle by Renting Entity at any time during the Term. Renting Entity will inspect the Dedicated Vehicle for any damage using Renting Entity's Damage Evaluator and where damage to a Dedicated Vehicle is found, Customer's authorised individual will sign a form to acknowledge a change of condition to the Dedicated Vehicle. Renting Entity will write a claim for any damage found on the Dedicated Vehicle, including in instances where Customer fails to ensure that an authorised individual is present.

7. Maintenance of Vehicles

- 7.1. Subject to the requisite access being provided to it, the Renting Entity will periodically clean, and check the fluids and the general condition, of any Vehicle.

Save with Renting Entity's prior express consent, Customer shall not and shall ensure that its Affiliates and Members shall not maintain or repair any Vehicle.

Month or More (MOM) with Tech Terms

Where Customer has opted to receive MOM with tech as part of Enterprise's services the below additional terms and conditions shall apply, together with the above Enterprise Car Club Dedicated Vehicle Terms:

1. Intelligent Pool Car

Where the Customer has opted to receive MOM with tech, and where the Customer has not opted for the Renter Support add on, the maximum number of drivers permitted under the Agreement for MOM with tech is capped to 50 drivers per Vehicle, and therefore shall not exceed such number. For Customer to be able to utilize the Vehicle for more than 50 drivers, the Customer can opt to also receive the Renter Support add on which allows for more drivers to be added.

2. Renter Support

- 2.1 Where the Customer has opted to receive Renter Support as an add on to Intelligent Pool Car, the Renting Entity as part of this add on, shall offer the following services;
 - 2.1.1 twenty-four seven (24/7) support with troubleshooting unless an Exempted Interruption occurs.
 - 2.1.2 an unlimited number of eligible drivers can drive the Vehicle.

3. Vehicle Maintenance

- 3.1 Where the Customer has opted to receive Vehicle Maintenance as an add on, the Renting Entity shall endeavor to replace a Vehicle which might be out of service, within 2 working days of the Renting Entity becoming aware that such Vehicle is out of service at no additional charge to the Customer.

Enterprise Car Club Technology Services Terms

Where Customer has opted to receive Technology Services as part of Enterprise Car Club services the following additional terms and conditions shall apply:

1. Supply of Fleet Management for Customer Vehicles

1.1. Renting Entity shall supply fleet management for the Customer Vehicles:

- 1.1.1. The installation and ongoing lease of the telematics kit facilitating keyless vehicle entry, vehicle and trip data capture (**Telematics Kit**).
- 1.1.2. The Telematics Kit installed within the Customer Vehicles remains the property of Renting Entity at all times.
- 1.1.3. Customer agrees not to permit any other party to tamper with the Telematics Kit without prior written authorisation from Renting Entity.
- 1.1.4. Customer shall indemnify Renting Entity for any damage to or loss of the Telematics Kit throughout the Term.

2. Obligations of Renting Entity

Renting Entity shall provide:

- 2.1.1. a full member service to Customer and shall include a Customer specific joining form to capture cost centre information;
- 2.1.2. vehicle monitoring to include low battery; late return with follow up calls to the relevant Member and liaison with driver awaiting the later return of Customer Vehicle;
- 2.1.3. no later than the 15th of each month, monthly management and account information to include (a) utilisation details; (b) advice to minimise wasted drive time; (c) trip data by user, cost centre and department; and (d) optional mandatory field for the trip purpose (**Management Information**); and
- 2.1.4. Customer a designated administration account access to view Reservations and account activity.

3. UK only: Maintenance of Vehicles

- 3.1. Subject to the requisite access being provided to it, the Renting Entity shall periodically (upon receiving a request from the Customer) clean, and check the fluids and the general condition, of any Customer Vehicle.
- 3.2. The Renting Entity is under no obligation to clean Customer Vehicles, if the Renting Entity is asked to clean Customer Vehicles and the Renting Entity agrees to do so, the Customer shall ensure that such Customer Vehicle is roadworthy and in any case the Customer shall keep the Renting Entity indemnified for failure to do so.
- 3.3. Where the Renting Entity has agreed to maintain or repair Customer Vehicles, the following shall be applicable:
 - 3.3.1. Save with Renting Entity's prior express consent, Customer shall not (and shall procure that any Customer Affiliate shall not) maintain or repair, have maintained or repaired, or attempt to maintain or repair or have maintained or repaired, any Vehicle.

4. Termination

- 4.1. Upon Termination of the Agreement the Telematics Kit will be removed by Renting Entity authorised personnel only and within 3 weeks of the Agreement being cancelled.
- 4.2. Customer shall use all reasonable endeavours to ensure Customer Vehicles are available within this period.