

### 1. Interpretation

#### 1.1 Definitions: In these Conditions, the following applies:

"Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in England, Wales, Scotland and Northern Ireland are open for business;

"CDW" means collision damage waiver;

"COI" means the Customer's own insurance in relation to vehicles rented;

"CDW" means Collision damage waiver, provided by the rental company;

"Conditions" means these terms and conditions as amended from time to time in accordance with condition 28 ii;

"Contract" means the contract between Nexus and the Customer for the supply of the Services in accordance with these Conditions;

"Customer" means the person, firm or entity that purchases Services from Nexus;

"Data Protection Legislation" means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of Personal Data to which a party is subject, including the Privacy and Electronic Communication Regulations 2003 (as amended by SI 2011 no.6), the General Data Protection Regulation (EU GDPR), the Data Protection Act 2018 and the UK General Data Protection Regulations (as defined by section 3(10) and 205(4) of the Data Protection Act 2018); any national implementing laws, regulation, or secondary legislation in the European Economic Area (EEA) that govern the processing of Data; and (b) any code of practice or guidance published by the Information Commissioners Office or any other relevant supervisory authority from time to time;

"Early Starts" means unless otherwise specified by Nexus or the relevant Rental Company, deliveries of rental vehicles to the Customer before working hours;

"Force Majeure" means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or action taken by a government or public authority and collapse of buildings, fire, explosion or accident;

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewal or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Nexus" means Nexus Vehicle Management Limited (Company No. 03833617) of Nexus House, 141 Richardshaw Lane, Pudsey, Leeds, LS28 6AA;

"EV" means an electric vehicle that is 100% electrically powered.

"Fully Charged" means 100% charged.

"Order" means the Customer's order for the Services submitted in accordance with these Conditions;

"Out of Hours Delivery/Collection" means delivery and/or collection of a rental vehicle to or from the specified location outside of normal operating hours;

"Rental Agreement" means the terms and conditions supplied by the relevant Rental Company relating to the rental of a vehicle;

"Rental Company" means Nexus' third-party supplier of the rental vehicle detailed in the Order;

"Services" means the services supplied by Nexus to the Customer related to the supply of rental vehicles in accordance with these Conditions; and

"Tariff" means the Customer's tariff setting out the car groups available to the Customer for rental and the agreed fees and charges payable by the Customer in relation to the provision of the Services and rental vehicles;

"Working Hours" means 8am to 6pm, Monday to Friday (excluding bank holidays in England, Wales, Scotland and Northern Ireland);

"Digital Communication" means any digitalized methods of communication, such as social media, SMS, Live Chat etc.;

"Telematics" is a technology that integrates telecommunications and informatics to track vehicles, and also to gather data on engine performance, fuel consumption, mileage, and other diagnostic information to enable proactive maintenance and identify potential issues before they arise.

"Termination" is when the vehicle is collected and checking inspection is completed by the rental company.

"Hire Territory/Territory of Hire" means the country in which the Vehicle is supplied to the Customer at the commencement of the hire period".

#### 1.1 Construction: In these Conditions, the following rules apply:

- i a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- ii a reference to a party includes its personal representatives, successors or permitted assigns;
- iii a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and
- iv any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

### 2. Reservations

- i Orders are made by the Customer and confirmed by vehicle group as detailed in the Tariff; in meeting the Customer's requirement Nexus may supply any model within each group or at Nexus' sole discretion provide an upgraded model from a higher vehicle group at no extra cost. The description of the vehicles supplied in the Tariff is a generalisation of the type of vehicle that can be supplied in this category. The Customer shall not be entitled to refuse a vehicle due to personal preference of make/model unless that make/model falls outside the vehicle group requested. Failure to accept delivery of a suitable vehicle may result in the Customer incurring abortive delivery costs as detailed in the Tariff. The vehicle will be supplied by the Rental Company but the Customer agrees all dealings including payment, reservations, cancellations and notifications of any changes must be made with Nexus directly. Should amendments be made directly with the Rental Company, the Customer may incur additional charges detailed in the Tariff. In a case where the Customer orders a vehicle group not on their Tariff, the price will be defined during the application process, unless the Customer contacts Nexus to cancel the booking, the vehicle will be provided on the conditions stated in application.

- i The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions. The Customer shall ensure that the terms of the Order are complete and accurate.
- ii All Orders may be made either online via Nexus' IRIS system, verbally, email or a Digital Communication, however, an Order will not be accepted by Nexus until an email confirmation is sent by Nexus to the Customer at which point and on which date the relevant Contract shall come into existence. For the avoidance of doubt, on occasion, an acknowledgement email will be sent by Nexus to the Customer upon receipt of the booking, this does not constitute an agreement or confirmation of the booking.
- iv Delivery and collection Orders or requests require a minimum of 1 (one) working day notice on standard vehicle groups and a minimum of 2 (two) working days on all non-standard group of vehicles, subject to availability and location as Nexus cannot guarantee the availability until a rental confirmation is sent to the booker via email.
- v The Customer is required to inform Nexus in each Order of the precise time, delivery (additionally, collection location if it is known) for the relevant vehicle, which must be within mainland UK. Non-mainland UK or International Orders will be priced on submission of the Order and may be subject to additional terms and conditions, which will be communicated in the relevant Rental Company's branch Rental Agreement when the vehicle is delivered / collected.
- vi For Early Starts and weekend deliveries, the Rental Company may pre-deliver the vehicle to the specified

location. This is to allow convenience to both parties and to comply with the Rental Company's branch opening hours. In the event of a pre-delivery, the Customer will be responsible for the vehicle from the point of delivery to the specified location. On CDW hires the driver(s) must present at the time of delivery for the license to be duly checked.

- vi For vehicle rentals which commence and/or terminate outside of the relevant Rental Company's standard operating hours, the Customer will be charged a separate Out of Hours charge per instance as specified in the Tariff.
- vii A minimum of 3 (three) working hours' notice is required for Orders to be cancelled unless agreed otherwise, specialist (non-standard) vehicles may require longer notice period. If less notice is given and the delivery is already in progress the Customer will be charged an abortive delivery charge and/or the first rental day and applicable ancillaries as specified in the Tariff.
- ix In the case of a vehicle rental starting at an airport, full flight details must be provided to Nexus at the time of Order. If a flight number is not given, the vehicle may be released if the flight is delayed and a no-show fee as specified in the Tariff charged if the vehicle has not been collected by the specified time. Where keys are to be left at an arranged pick-up point outside of the relevant Rental Company's normal operating hours, Nexus will not be held responsible to the Customer for any costs or losses incurred by the Customer, e.g. taxi costs, should the keys not be available and the hire fail to commence, due to reasons other than service failure by Nexus.
- x A rental day is defined as a 24-hour period from the rental start date and time. A grace period of 29 minutes will be allowed at the after the vehicle off-hire to the agreed location. If the rental period exceeds this grace period, the Customer shall incur a full rental day(s) charge for each rental day in excess of the agreed date and time for delivery of the rental vehicle to the agreed location.
- xi The Customer is responsible for the rental vehicle from the time of rental delivery to the Customer until the time of collection by the Rental Company at the end of the rental.
- xii Vehicle rentals will be billed at the applicable rate for the actual rental duration, not the duration stipulated at the time of submitting the Order, i.e. if a vehicle is hired on the basis of a 90-day rental, but off-hired on 27 days, the rate applicable to a 27 day rental duration will apply.
- xiii For the avoidance of doubt Long Term rates will only apply when the original booking is for the minimum Long Term hire duration or longer, e.g. over 90 days.
- xiv Nexus will use reasonable skill and care in relation to the provision of the Services to the Customer.
- xv Bank holiday, Christmas, Easter and specific even ("Holiday") procedures, including delivery and collection notice periods, may differ from those specified in these Conditions. These Holiday procedures will be communicated to the Customer in advance of any forthcoming Holiday.
- xvi In the event that Nexus needs to arrange a vehicle changeover, this will be arranged at the convenience of the Customer wherever possible. Should the Customer's driver refuse to accept the changeover into an equivalent vehicle, the additional charges specified in the Tariff may be charged to the Customer.
- xvii If Nexus' performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):
  - a) Nexus shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Nexus' performance of any of its obligations;
  - b) Nexus shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Nexus' failure or delay to perform any of its obligations; and
  - c) the Customer shall reimburse Nexus on written demand for any costs or losses sustained or incurred by Nexus arising directly or indirectly from the Customer Default.
- xviii If any employees, consultants and other representatives of the Customer order Services from Nexus, the Customer hereby acknowledges and agrees that it shall be vicariously liable for, and shall keep Nexus' indemnified against, any and all

liabilities, damages, losses, charges and expenses incurred by Nexus arising out of or in connection with any acts, omissions and/or negligence of such employees, consultants and representatives relating to such Services.

### 3. Termination of Vehicle Rental

- i The Customer must inform Nexus of the address, date and time for the termination of the vehicle hire, either online via Nexus' IRIS system, verbally, Digital communication email at the time the Customer submits the Order. Any change to the termination address, date or time must be given to Nexus a minimum of 3 working hours prior to the original termination date of the vehicle rental. In the event that this does not occur Nexus will be entitled to levy additional charges (as detailed in the Tariff).
- ii The Customer must not, under any circumstances, terminate the hire vehicle directly with the Rental Company. Any additional charges that are incurred by Nexus as a result of this will be the responsibility of the Customer.
- iii Failure to notify Nexus of any changes to a rental could result in the payment, by the Customer, of any additional charges including but not limited to rental day(s), delivery/collection charges, fuel, AdBlue and abortive costs as detailed in the Tariff.
- iv Vehicles must not be parked illegally by the Customer. Any charges incurred as the result of a vehicle being parked illegally will be borne by the Customer. This will also incur an administration fee at the agreed rate set out in the Tariff.
- v Nexus must be informed immediately if a vehicle is left on a parking meter for collection at the end of the vehicle rental. In such a case, payment of sufficient hours must be made on the relevant parking meter until the vehicle collection. Payment of 6 working hours after the agreed time of delivery of a vehicle at the end of the vehicle rental must be made on the relevant parking meter in order to avoid the excess charges set out in the Tariff being levied to the Customer.
- vi Vehicles returned to airports at the end of the vehicle rental are to be returned to the appropriate Rental Company's site. Any vehicles left in an airport car park or not returned to the appropriate location will be subject to any additional days' rental costs, collection, towing and/or parking charges and any damages, until the vehicle is collected or recovered to the appropriate Rental Company's supplying branch, which will be the Customer's responsibility.
- vii Keys must be readily available to the Rental Company from the time of collection at the end of the vehicle rental. The abortive collection charge set out in the Tariff and, where applicable, rental charges will be levied, if the vehicle and/or keys are not available at the prearranged collection point as agreed between the parties. In the event of keys being locked within the vehicle or keys going missing as a result of the Customer's acts or omissions, costs incurred will be recharged 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 party (e.g. neighbour) to ensure security of the vehicle collection.
- viii Nexus key location/ off hire procedure may vary from those specified in these Conditions and the Customer must comply with the relevant procedure stipulated by Nexus. Any additional costs incurred due to failure to adhere to the arranged collection procedure will be the responsibility of the Customer.
- ix The Customer is responsible for the safe keeping and must, unless otherwise agreed with Nexus, ensure the rental vehicle until it is collected.
- x If an extension to a hire period is required the Customer must inform Nexus a minimum of 3 working hours for standard vehicles group and 10 working hours for non-standard vehicle group prior to the original time for termination of the vehicle rental to avoid payment of the abortive collection charges set out in the Tariff being levied to the Customer.
- xi If the vehicle is on hire for 27 days or less but is using mileage excessively, either Nexus or the rental company, at their sole discretion, will reserve the right to terminate the vehicle hire by giving the Customer 24 hours' notice. In a case the vehicle is hired for more than 28 days and found in excess of agreed mileage allowances, Nexus/rental company may recall the vehicle and replacement of such vehicle might not be offered, also such excessive use might result in additional charges. For the avoidance of doubt, mileage allowances vary according to vehicle type.
- xii EV vehicles should be left with at least 50% battery

charge. Failure to do so, may result in a failed collection, abortive charge and the vehicle being placed back on hire and chargeable until the vehicle is available to collect with sufficient charge.

- xiii For the avoidance of doubt, the Customer is liable for all valid damage costs, including end-user damage, regardless of insurance company pay out. It is the Customer's responsibility to ensure that their insurance policy covers the value of the vehicle and third-party claims.

### 4. Damage to a Vehicle

- i Any vehicles that are supplied to the Customer must be checked by the Customer for damage. If any damage is found the Customer must report the damage to Nexus and mark any such damage on the vehicle inspection report by a) within 2 hours of the agreed start time or b) before the vehicle is driven by the Customer, depending on which of these occurs earliest. Photographs should be taken and the facility provided by Nexus to use the same where available. If reporting damage the Customer should contact: Nexus Damage Department - Tel: 0871 984 1943, email: damage@nexusrental.co.uk or damage link (the Customer receives via text message). If no damage is reported then it is accepted by the Customer that the car is not damaged.
- ii Nexus will use reasonable endeavors to notify the Customer of any new damage claims within seven working days of the vehicle being collected by rental company.
- iii In the event of any damage to a vehicle caused or contributed to by the Customer, a third-party claim may be sent to the Customer at any time. In the event that Nexus receives any third-party claims, the correspondence will be sent to the Customer to deal with. The Customer must respond to all third-party correspondence directly and promptly. If the Customer does not respond within 7 days, they accept and agree that Nexus can share their details, including insurance cover, to any claimant to ensure the correct details are included within any subsequent proceedings. The Customer shall indemnify Nexus and keep it fully indemnified against any and all liabilities, costs, expenses, damages and losses suffered or incurred by Nexus arising out of or in connection with such third-party claims.
- iv When Nexus informs the Customer of a damage claim to a rental vehicle, the damage claim will be reviewed by Nexus and if deemed to be correct and chargeable an invoice will be raised for the relevant amount in addition to the administration charge set out in the Tariff, to include a Damage Claim Pack (as defined in condition 4(vi) below). Nexus will use reasonable endeavors to supply the Damage Claim Pack within 60 working days of termination of the relevant vehicle rental. Once the Damage Claim Pack and invoice has been supplied, the Customer must confirm acceptance of the claim within 10 (ten) working days. Failure to confirm acceptance, or to give a valid reason for disputing the damage claim, within this timeframe will be deemed as confirmation that the Customer agrees with the charges.
- v If a damage claim is disputed by the Customer within the timescale as per above clause iv, Nexus will place the claim on hold whilst the Rental Company looks into the dispute. The Customer must provide such evidence as requested by Nexus in relation to the dispute. Disputes advising that the driver did not check the vehicle prior to driving, or on collection, will not be accepted.
- vi In the event of vehicle damage, Nexus shall use reasonable endeavors to provide the following documentation to the Customer within 60 working days of termination of the relevant vehicle rental:
  - Rental Agreement, where applicable
  - Vehicle Condition Report, where applicable
  - Estimate of costs to repair the damages
  - Images, where available
  - Nexus invoice for the damages and any applicable loss of use charges specified in the Tariff and/or levied by the Rental Company
  - Vehicle condition reports will not be provided for mid-hired damage (collectively, the "Damage Claim Pack").
- vii The invoice for damage repairs will be sent to the Customer via electronic communication. VAT will be added where applicable. The damage invoice must be settled by the Customer within 30 days of the date of invoice.
- viii Nexus reserves the right to charge the Customer and

the Customer agrees to pay any loss of use charges specified in the Tariff and/or levied by the Rental Company in the event of damage to a rental vehicle. In such cases, the Customer may also be charged at the full daily rate for any loss of income up to a maximum of 30 days' rental charges.

- ix Where a rental vehicle is damaged beyond repair, Nexus will use reasonable endeavors to notify the Customer within 30 days of being notified by the Rental Company that the vehicle is beyond repair and will supply the Customer with a vehicle valuation based on the CAP clean valuation which the Customer agrees to pay upon receipt of an invoice for the relevant amount.
- x Whenever a vehicle is involved in an accident, the Customer must not under any circumstances allow their insurers to remove it. This, at Nexus' sole discretion, may lead to further costs and hire days until the vehicle, irrespective of state, is back with the Supplier. These costs would include recovery and release charges.
- xi An administration fee as set out in the Tariff will be applied to all damage invoices raised.
- xii The Customer agrees and acknowledges that the Supplier and/or their agents may enter their land, property, location and grounds in order to deliver, collect, repair or service the vehicle and will not be subject to any trespass issues or actions whatsoever.
- xiii The Customer is responsible for ensuring servicing is kept up to date and for providing regular mileage updates.
- xiv It is the Customer's responsibility to ensure that any vehicle warning lights and/or messages are reported immediately to seek advice as to whether the vehicle can be driven further, any non-adherence to this clause may lead to the costs of repair being borne by the Customer.
- xv If the Customer has a vehicle stolen whilst in their possession, a crime number must be obtained from the police, the vehicle will remain on hire until this is provided to Nexus and the Customer will be charged for the loss of use up to 30 (thirty) days.

### 5. Insurance Options and Conditions

- i Subject to the agreement of Nexus, rentals may be covered by COI which exempts Nexus and the Rental Company from all responsibility arising from the operation of the vehicle during rental. The Customer is obliged to provide Nexus with a copy of their current insurance certificate and ensure that their drivers have access to insurance details at all times. The Customer warrants that it will:
  - a) Only allow drivers that are covered under the COI to use the relevant vehicle;
  - b) Only rent vehicles that are covered under the COI; and
  - c) Ensure that all rental vehicles are covered under a comprehensive insurance policy, where COI applies.
- ii The Customer shall indemnify Nexus and keep it fully indemnified against any and all liabilities, costs, expenses, damages and losses suffered or incurred by Nexus in the event that the COI policy lapses, has been terminated, or is invalidated for any reason.
- iii The Customer may purchase optional CDW insurance. If the Customer purchases CDW, they will only be responsible for the policy excess in the event of any damage to, or loss of, the hire vehicle whilst it is in their possession. The amount of the policy excess payable will be notified to the Customer by Nexus and may vary depending on the relevant vehicle type.
- iv Where COI applies the Customer will be fully responsible for any loss of, or damage to the vehicle, regardless of fault, and must continue to pay Nexus the daily hire rate until the vehicle, or its equivalent, is available to the Rental Company in the condition in which it was supplied.
- v Vehicles must not, under any conditions, be driven outside the contracted rental period. Any vehicle so driven will not be insured and will be driven illegally, thereby rendering the driver liable for prosecution.
- vi It is the responsibility of the Customer to ensure that their insurance policy covers them fully for use of EVs. This will cover the total replacement or repair cost of any EVs along with the cost of any replacement parts, leads or accessories required for charging the vehicle that are not returned at the end of hire to the supplier.

### 6. Driver Qualification Required for CDW Insurance

- i The Customer acknowledges and agrees the minimum age requirement for rental drivers in the UK is 25 years for non- prestige, non-specialist vehicles. If the Customer requires these of rental drivers aged 21 or over, but under 25, such drivers will be considered by Nexus on a case-by-case basis, additional terms must be agreed in writing with Nexus prior to that individual driving the rental vehicle and a Young Drivers Surcharge may be chargeable to the Customer. For the avoidance of doubt, the use of drivers aged 21 or over, but under 25, may be refused by Nexus in its sole discretion. Prestige and specialist vehicles will be considered on a case-by-case basis.
- ii The Customer shall ensure all of its drivers using rental vehicles have held a full driving license for at least 2 (two) years. Drivers with less than 2 (two) years driving license may still be considered by Nexus on the case-by-case basis.
- iii Any driver holding convictions and/ or endorsements will be considered by Nexus on an individual basis. Details of any convictions or endorsements of the driver must be given to Nexus by the Customer when making the Order.
- iv It is the Customer's responsibility to ensure that information about driver's qualification is disclosed during the booking, if any loss arises because of non-disclosure or provision of wrong information, it will be the Customer's responsibility to cover that loss.

### 7. Fuel / Excess Mileage / AdBlue / Battery Charge

- i Unless otherwise agreed in writing by Nexus, the Customer shall return the vehicles with the same amount of fuel that they were delivered with and as it was indicated on the checking sheet and where applicable AdBlue as indicated in a rental documentation to the agreed collection location at the termination of the vehicle rental. Any difference, including fuel and AdBlue used during the collection, will be charged to the Customer at the fuel rate specified in the Tariff.
- ii In the event of a long-term hire of over 27 rental consecutive days, both fuel and excess mileage may be billed to the Customer during the hire period, e.g. in the event a vehicle is changed over during the hire period.
- iii Vehicles from the EV group should be returned by the Customer to the agreed collection location and with the same amount of charge of the battery as they were delivered with. The lower level of the battery charge will be compensated by the Customer according to the rates specified in the Tariff in addition to the daily hire charge. The Customer acknowledges that if there is not enough charge in the battery the rental company will be unable to collect the vehicle until the vehicle is charged up to the rental level.
- iv Where the Vehicle is electric the Customer shall ensure that the correct method of charging is used. Any call-out to attend a Vehicle that is shown to be due to the failure to charge or result from incorrect charging procedures will be charged to the Customer.
- v Rentals with a duration in excess of 27 days will be subject to agreed mileage allowances for 28-day periods. All miles driven in addition to the agreed limit are subject to an excess mileage charge, as detailed within the Tariff. Such excess mileage charges which may be incurred will be raised as soon as Nexus becomes aware that the agreed mileage limit has been exceeded. Excess mileage charges are subject to the payment terms detailed within the clause 10 of these Terms and Condition. Should the driver significantly exceed the agreed mileage limit, Nexus at its own discretion can recall the vehicle without replacement.
- vi Should a driver significantly exceed the agreed mileage limit, as determined by Nexus or the relevant Rental Company in their sole discretion, Nexus will be entitled to terminate the rental or change the driver into another vehicle from the same vehicle category on providing the Customer with 24 hours' notice.

### 8. Penalty Charge Notice & Clean Air Zone

Parking charges, speeding and other fines, including those for non-compliance with Clean Air Zones, incurred during the rental period will be the Customer's responsibility. Where delivery of a rental is requested within a Clean Air Zone, Nexus will endeavour to deliver a compliant vehicle.

Notwithstanding the commercially reasonable endeavours in place from Nexus, the Customer acknowledges that it is their sole responsibility to ensure compliance with the Clean Air Zone regulations in place at that particular time. If the Customer does

not pay these, such charges will be billed by Nexus to the Customer, including any increases for late payment, and any fines together with the administration fee(s) noted in the Tariff. This does not affect the Customer's rights under BPA (British Parking Association) rules, [www.britishparking.co.uk/Code-of-Practice-and-Compliance-Monitoring](http://www.britishparking.co.uk/Code-of-Practice-and-Compliance-Monitoring).

### 9. Congestion Charges

- i The Customer is liable to pay all charges if responsible for moving the vehicle into a charge zone, except where a vehicle is delivered into a congestion charge zone. In these circumstances, Nexus will charge congestion costs only on the first day of rental and all the subsequent days will be paid by the Customer directly, as charged by Transport for London ("TfL").
- ii Pre-Delivery & Collection Charges: where delivery of a rental vehicle is requested within a charge zone on a day prior to the start day, Nexus reserves the right to pre-deliver on the previous day. In this case Nexus will add a charge for the day of delivery onto the invoice. The driver will be responsible for charge payment on each day of the rental. If the off-hire address is within a charge zone, a charge will be made for the day of termination of the rental, irrespective of whether or not the vehicle has moved within the charge zone.
- iii Delivery & Collection Charges: where deliveries are made within a charge zone on the day of rental, Nexus will levy a charge for that day and the driver of the rental vehicle will then be responsible for paying the charges every other day that the vehicle moves within the charge zone. A charge will be made for the day of termination of the rental, irrespective of whether or not the vehicle has moved within the zone.
- iv Late Collection Charges: where collection within a charge zone is requested and termination is notified on the last day of hire, Nexus may be unable to collect the vehicle until the next working day. In such circumstances, Nexus will add a charge for the day of collection to the rental invoice. The Customer must not use the vehicle after the agreed rental time and must bear all the costs and pay any damages caused to Nexus by such unauthorized use.
- v Payment Process:
  - a) Payment must be made to TfL by no later than midnight of the day following travel into the zone.
  - b) If payment is not made by midnight the following day a Penalty Charge Notice ("PCN") is issued by TfL and will be sent to the registered owner of the vehicle. These charges may be subject to change by TfL and any applicable charges will be charged to the Customer by Nexus, plus the administration charge as per the Tariff.

### 10. Invoicing / Payment Terms

- i Nexus operates an approved credit account facility on payment terms strictly 30 days from date of invoice. Unless otherwise set out in these Conditions, rental invoices, damage-related invoices and all other sums due to Nexus by the Customer are subject to the same payment terms.
- ii If there is a discrepancy with any invoice Nexus must be informed, with any supporting documentation, within 7 working days of receipt of the invoice. All disputes received after this period are deemed not valid and must be cleared for payment.
- iii All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by Nexus to the Customer, the Customer shall pay to Nexus such additional amounts in respect of VAT as are chargeable at the same time as payment is due.
- iv If, at any time, the Customer owes Nexus any sums, Nexus will be entitled, without notice, to set-off, at any time and from time to time, any such sums against any monies which Nexus owes to the Customer under the Contract and/or any other agreements or arrangements whatsoever.
- v Further to the right in clause 10 iv above, if the Customer's credit rating deteriorates Nexus also, reserves the right to insist upon payment being made by an alternative method and frequency of payment. Without prejudice to any other right or remedy that the Nexus may have, if the Customer fails to pay the Nexus any amount by the date due:

- and remains in default for more than 30 days after receipt of a notice of late payment from Nexus, Nexus may terminate or suspend its performance of this agreement with immediate effect by giving written notice to the Customer; and

- the Customer shall pay interest at the rate of 8% per annum above the base rate charged for the time being by Lloyds TSB Bank Plc. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Additionally, any costs incurred by Nexus in the pursuit of any outstanding monies owed, including but not limited to legal fees, will be added to the debt balance. The Customer shall pay the interest together with the overdue amount and any costs incurred.
- vi All amounts to the Nexus by the Customer under this agreement shall become immediately due and payable on termination of this agreement for any reason.

### 11. Rate Review

- i The rates set out in the tariff are based on the profile usage provided by the Customer. Should the Customer's rental profile deviate from the contractually agreed profile, Nexus reserves the right, with at least 30 days' notice to review the Customer's current rate/tariff.
- ii The rates set out in the tariff are valid for a maximum 12 months. Nexus will submit a revised proposal for each 12-month period, at least 30 days prior to each anniversary.
- iii If Nexus and the Customer fail to agree on the revised rates or before any such anniversary, the contracted rate shall rise by a minimum of the prevailing retail prices index until such agreement is made.
- iv For long term rentals commencing prior to the anniversary date and extending over the anniversary date, the rate prevailing at commencement of the rental will apply up to a maximum of 28 days, after which the agreed revised rate (or, if none, the revised rate proposed by Nexus) will apply.
- v If legislative or taxation changes occur between annual reviews and place a materially unfair burden on Nexus, Nexus may pass these on to the Customer with 30 days' written notice.
- vi If there are circumstances beyond Nexus' control which materially increases Nexus' costs, Nexus shall be entitled to modify its rates and discounts by giving 30 days' written notice to the Customer.
- vii The tariff and rates have been provided on the basis that Nexus has been appointed to supply the Customer's vehicular rental requirements covered by the Contract for the duration thereof to the exclusion of all other such suppliers. Notwithstanding any other term of the Contract, Nexus may revise the tariff and rates (to be effective on 30 days' notice in writing) if at any time during the Contract:
  - It appears that Nexus are not the sole supplier of vehicular rental requirements; or
  - The costs of supply increase by more than 5% in a 12-month period and it is beyond the direct control of Nexus.

### 12. Vehicle Breakdown

All rental vehicles are supplied with 24-hour breakdown assistance within the UK in accordance with the policy located in the vehicle. Where possible, the replacement for electric cars will be an EV but this will be dependent on availability.

### 13. Accidents

- i In the event of an accident, the Customer must ensure that the driver completes an accident report form, and informs the police and Nexus, as soon as possible.
- ii Repair work required to the vehicle following an accident must not be carried out on a vehicle without the prior written consent of Nexus.

### 14. Use Outside the Territory of Hire

The Customer must not take the Vehicle outside the Territory of Hire without the prior written authorisation of Nexus. If the Customer intends to use the vehicle outside the Territory of Hire, the Customer must notify Nexus at least 48 hours in advance so that necessary documentation and any applicable charges can be arranged. It is the Customer's responsibility to ensure all documents are issued and the vehicle is covered by breakdown assistance for outside of the Hire Territory, such documents must remain valid until collection of the vehicle.

Additional charges may apply for use of the Vehicle outside the Hire Territory. In the event of breakdown, accident or other incident occurring outside the Territory of Hire at the Customer's expense, unless otherwise agreed in writing with Nexus.

Nexus reserves the right, acting on reasonable grounds, to refuse permission for the Vehicle to be taken outside the Territory of Hire.



### 15. Termination of the Contract

- i Nexus reserves the right to revise, or terminate, the Customer's rates and Tariff, and/or Orders entered into, by giving no less than 30 days written notice at any time.
- ii By opening an account with Nexus, the Customer agrees to these Conditions applicable at the time of rental.
- iii Without limiting its other rights and remedies, either party may terminate the Contract by written notice, in the event the other party:
  - a) is in breach of its obligations and (if such breach is remediable) does not remedy such breach within 30 days of being notified in writing to do so; or
  - b) (being an individual) is the subject of a bankruptcy petition or order; or
  - c) makes an 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) 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;
  - g) documents are 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 or 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) a resolution is 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) any proceedings are commenced relating to the insolvency or possible insolvency of such party; or
  - j) such party suffers any equivalent or similar event to those set out in conditions 15(iii)(b) to 15(iii)(i) in any jurisdiction.
- iv The Customer must comply with reasonable requests of Nexus about the Customer's financial position and provide such information within 7 calendar days of the date of such a request. Without limiting its other rights or remedies, Nexus may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer's financial position deteriorates to such an extent that in Nexus' opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy or in case where the Customer fails to pay any amount due under the Contract on the due date for payment and fails to pay all outstanding amounts within 7 days after being notified in writing to do so.
- v Nexus may at any time on written notice terminate the Contract or Order immediately if the Customer's ownership or control is materially changed to a new owner who (at the sole discretion of Nexus) is a direct competitor of Nexus.
- vi On termination of the Contract for any reason:
  - a) the Customer shall immediately pay to Nexus all of Nexus' outstanding invoices and interest and, in respect of Services supplied and/or any other amounts due under the Contract but for which no invoice has been submitted, Nexus shall submit an invoice, which shall be payable by the Customer immediately on receipt;
  - b) the Customer shall immediately pay Nexus any excess mileage, damage fees and/or collection fees outstanding;
  - c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
  - d) clauses which expressly or by implication survive termination shall continue in full force and effect.

### 16. Data Protection

- i In this clause 16, the terms **"Controller"**, **"Processor"**, **"Data Subject"**, **"Personal Data"**, **"Personal Data Breach"** and **"processing"** (and **"process"**, **"processes"** and **"processed"**) to be construed accordingly shall have the same meanings given to them in the Data Protection Legislation.
- ii The nature of the Services under the Contract means that Customer shall share Personal Data to Nexus in relation to drivers of vehicles or where the party who wishes to hire a vehicle is an individual and not a business or company, the person who wishes to hire a vehicle (**"Shared Data"**) to enable Nexus to perform the Services.
- iii The parties acknowledge and agree that it is the factual arrangement between them which dictates the legal role of the parties under the Data Protection Legislation.
- iv Notwithstanding the foregoing, and save for in relation to claims, as set out in clause 16 (vii) and (viii), the parties agree that:
  - a) Nexus acts as a separate Controller to the Customer in relation to its processing of the Shared Data; and
  - b) Nexus shall, in its performance of the Services, share that data with its panel of car hire providers, which shall include the Rental Company (**"Third Party Controllers"**) (as determined by Nexus), who themselves will further process the data as separate Controllers to determine (i) if they are able to offer a vehicle for hire, or (ii) to hire the vehicle and (iii) where a vehicle is on hire as the registered owner of the vehicle to manage any legal obligations they have including to process any fines, charges or levies served on them as a result of the hirer's or its driver's actions; and
  - c) in addition, Nexus also provides services to the Rental Company (subject to separate agreements). Such services include processing and management of fines, charges or levies served on the Rental Company as the registered owner of the vehicles on hire to the Customer, and to arrange and carry out servicing of those vehicles together with ancillary services for and on behalf of the Rental Company, that the processing of the Shared Data shall be by the Supplier but for and on behalf of the Rental Company.
- v Each party shall:
  - a) at all times comply with its respective obligations under the Data Protection Legislation to the extent such Data Protection Legislation applies in connection with the performance of its obligations or exercise of its rights under the Contract;
  - b) not by any act or omission knowingly put the other party in breach of the Data Protection Legislation; and
  - c) cooperate with the other party in responding to any investigation or enquiry from any regulatory body (including but not limited to the Information Commissioner's Office) in respect of the processing of Personal Data in relation to the Contract.
- vi The Customer shall:
  - a) Ensure that it has the necessary rights and/or permissions or consents that are sufficient in scope to allow it to share the Shared Data with Nexus and for Nexus to further share the Shared Data with the Third Party Controllers for the purposes of the Services; and
  - b) has provided sufficient notice by way of a privacy policy or privacy notice to Data Subjects in respect of the sharing of the Shared Data to Nexus and the Third Party Controllers.
- vii In respect of any Personal Data processed by Nexus in relation to vehicle claims, fines offences, or penalties (**"Claims Personal Data"**), the parties acknowledge and agree that Nexus shall process this Personal Data as Processor on behalf of Customer (and/or the Third Party Controller).
- viii Nexus shall, in relation to the processing of any Claims Personal Data where the Customer is the Controller:
  - a) process the Personal Data only on the documented instructions of the Customer, except to the extent that any processing is required by applicable law;
  - b) where processing of the Claims Personal Data is required by applicable law, notify the Customer of the relevant legal requirement before processing unless such law prohibits Nexus from doing so;

- c) notify the Customer where it reasonably believes any documented instructions from the Customer in respect of processing the Claims Personal Data infringe Data Protection Legislation;
- d) ensure that its personnel who are authorized to process the Claims Personal Data have committed themselves to confidentiality;
- e) at the Customer's sole cost, taking into account the nature of the processing, assist the Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the Customer's obligations to respond to requests for exercising the data subject's rights under Data Protection Legislation;
- f) at the Customer's sole cost, assist the Customer in its compliance with its obligations under Data Protection Legislation in respect of security of processing, carrying out data privacy impact assessments, remedial action to be taken in response to a Personal Data Breach (save where such Personal Data Breach arises as a direct result of a breach of the Contract by the Customer) (including notifying a Personal Data Breach to the Information Commissioner's Office and affected Data Subjects) and consulting with the Information Commissioner's Office regarding high risk processing, in each case insofar as it is able to taking into account the nature of the processing and information available to Nexus;
- g) at the Customer's sole cost and at the Customer's discretion, delete or return to the Customer the Claims Personal Data processed under the Contract on completion of the relevant Services unless Nexus is otherwise required to retain such data by applicable law;
- h) in the event it suffers a Personal Data Breach affecting the Claims Personal Data, notify the Customer without undue delay and:
- i) provide timely information regarding the Personal Data breach; and
- j) investigate, and as necessary, take appropriate steps to mitigate or remediate the Personal Data Breach.
- k) Customer agrees and acknowledges that Nexus' notification of or response to a Personal Data Breach will not be construed as an acknowledgement by Nexus of any fault or liability with respect to the Personal Data Breach.
- l) Nexus shall be entitled to subcontract or outsource the processing of Claims Personal Data to any other sub-processor as reasonably required in connection with the Contract provided that:
  - i Nexus shall seek the consent of the Customer to use the new sub-processor, providing 10 business days' advance notice in writing (including by email); which shall not be unreasonably withheld. Where Customer does not withhold its consent or provide any written response within 10 business days', the participation of the new sub-processor shall be deemed accepted by the Customer;
  - ii Nexus enters into a written agreement with each sub-processor that contains data protection provisions equivalent to those in this clause 16 viii; and
  - iii Nexus will be liable for the actions of its sub-processors to the same extent that Nexus would be liable if performing the services directly.
- ix Upon reasonable notice in order to assess Nexus' compliance with the terms of clause 16 (viii); on the Customer's reasonable request and subject to the wider confidentiality obligations set out in the Contract, Nexus shall make available to the Customer such information necessary to demonstrate its compliance with clause 16 (viii);
- x Nexus shall be entitled to process Personal Data, including by using its sub-processors as reasonably required in connection with the Contract, in accordance with clause 16 (vii) both within the United Kingdom and the European Economic Area (EEA), as permitted by and in accordance with the Data Protection Legislation and provided that necessary safeguards are implemented as required by such legislation.
- xi The Customer acknowledges that telematics systems may be installed and used by Third Party Controllers in the vehicle for tracking purposes, including but not limited to monitoring fuel usage, mileage, vehicle location, speed or incidents relating to the vehicle. The Customer shall obtain the necessary consents or permissions from all drivers in respect of the use of such

information. The Customer agrees not to tamper with, disable, or remove any telematics equipment installed in the vehicle. The Customer will be responsible for any damage or interference caused to the telematics system due to negligence or unauthorized actions of either Customer or drivers.

- xi The Customer will indemnify and keep indemnified Nexus in relation to all losses, liabilities, costs, expenses, damages, fines and or claims experienced by Nexus as a result of the Customer not acquiring the necessary consents and/ or permissions that it is required to obtain from any data subjects (in connection with Nexus' or the Third Party Controllers use of the Shared Personal Data as set out in the Contract.
- xiii If you break the terms of the Contract we may pass your Personal Data to credit-reference agencies, debt collectors, the police or any other relevant organisation. We may also give this information to the British Vehicle Rental and Leasing Association (BVRLA), which can share your Personal Data with its members to prevent crime and protect their assets, as allowed under the Data Protection Legislation.

## 17. Intellectual Property Rights

All Intellectual Property Rights in the Services (including without limitation any documentation and software supplied by Nexus for use in connection with provision of the Services) remain the property of Nexus.

## 18. Confidentiality

The Customer shall keep in strict confidence all confidential and/or proprietary information disclosed to the Customer by Nexus, its employees, agents or subcontractors. The Customer shall only disclose such confidential and/or proprietary information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Customer's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this condition as though they were a party to the Contract. This condition 18 shall survive termination of the Contract.

## 19. Publicity

The parties agree that either party may issue press releases concerning the existence of the Contract, provided that the other party has given its prior approval in writing.

Notwithstanding the foregoing, the Customer agrees that Nexus may identify it as a Nexus customer in marketing Nexus' services.

## 20. Liability

- i This condition 20 sets out the entire financial liability of Nexus (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of: any breach of these Conditions and/or any Order; any use made by the Customer of the Services in whole or in part; and any representation, statement or tortious act or omission (including negligence) arising under, or in connection with, these Conditions and/or any Order.
- ii Except as expressly set out in these 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 Conditions.
- iii Nothing in these Conditions limits or excludes the liability of Nexus for: death or personal injury resulting from negligence; or for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by Nexus.
- iv The Supplier shall have no liability in relation to any fraudulent bookings by a third party or where, for example, an individual or an organisation purports to be authorised by the Customer and obtain services from the Supplier.
- v Subject to condition 20(iii) above:
  - a) Nexus will not under any circumstances whatsoever 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
  - b) Nexus' total liability in contract, tort, including negligence, breach of statutory duty, misrepresentation, or otherwise, shall be limited to the greater of the total charges payable by the Customer to Nexus in respect of the Services under the Contract to which the liability relates or to £5000.

- vi This condition 20 shall survive termination of the Contract.

## 21. Governing Law and Jurisdiction

The Contract and any Orders, and any dispute or claim arising out of or in connection with the Contract or its subject matter or formation, shall be governed by, and construed in accordance with, English law and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

## 22. Third Party Rights

A person who is not a party to these Conditions has no right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

## 23. Waiver

The waiver, by either party, of a breach or default of any of the provisions of these Conditions by the other party is only effective if it is in writing and shall not be construed as a waiver of any succeeding breach or default of the same. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 24. 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. If the period of delay or non-performance continues for 2 (two) months, the party not affected may terminate this agreement by giving 7 (seven) days written notice to the affected party.

## 25. Assignment and Other Dealing

- i Nexus may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- ii The Customer shall not, without the prior written consent of Nexus, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

## 26. Notices

- i Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this condition, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, or commercial courier.
- ii A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in condition 25(i); if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting; and if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- iii The provisions of this condition shall not apply to the service of any proceedings or other documents in any legal action.

## 27. Severance

- i If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of the Contract.
- ii If any provision or part-provision of the Contract is invalid, illegal or unenforceable, Nexus shall amend such

provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 28. Variation

- i Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed by the parties in writing.
- ii Nexus may update, amend, modify, supplement or vary these Conditions from time to time on giving the Customer not less than 30 days' notice in writing, provided that any variation required by applicable law will be effective immediately. Your continued use of the Services after such notification will be deemed to be acceptance by you of any such change.

## 29. Entire Agreement

- i The Contract is made up of these Conditions, the Tariff and, if applicable, the Service Level Agreement and the Customer hereby agrees to be bound by the Contract, subject to clause 15ii.
- ii The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Nexus which is not set out in the Contract.
- iii These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- iv The Contract is based upon Nexus being used as sole provider for all short-term rental to the Customer. The Contract is based upon Nexus being offered first refusal on 100% of rental requests.