

1. Interpretation

1.1 Definitions: In these Conditions, the following applies:

"Business Day" means a day (other than a Saturday, Sunday or public holiday) on which banks are opened for business in England, Wales, Scotland, Northern Ireland, the Republic of Ireland (or any other Member State of the European Union, where the services are provided);

"Conditions" means these terms and conditions as amended from time to time in accordance with condition 3.1ii;

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

"CDW" means Collision Damage Waiver insurance cover, provided by the Rental Company;

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

"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;

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

"Drivers' Hours Rules" means Regulation (EC) No 561/2006 on the harmonisation of certain social legislation relating to road transport, Regulation (EU) No 165/2014 on tachographs in road transport, Directive 2002/15/EC on the organisation of the working time of mobile road transport workers, Directive (EU) 2020/1057 on the posting of drivers, and any equivalent or successor legislation in force in the Territory of Hire (in each case as amended or re-enacted 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;

"EV" means a vehicle powered partly or wholly by electricity, including (but not limited to) battery electric vehicles (BEV), plug-in hybrid electric vehicles (PHEV) and hybrid electric vehicles;

"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;

"Fully Charged" means 100% charged;

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

"HGV" any vehicle over 3.5 tonnes;

"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;

"In-Scope Vehicle" means any Vehicle which, by reason of its weight (including, where applicable, the weight of any trailer or semi-trailer) and intended use, falls within the scope of the Drivers' Hours Rules, including a vehicle or combination exceeding 2.5 tonnes maximum permissible laden mass used for the carriage of goods in

international transport or cabotage operations for hire or reward;

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

"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 Working 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;

"Smart Tachograph" means a recording device meeting the specification required by Regulation (EU) No 165/2014 applicable to the relevant vehicle and use, including (where required) a second-generation smart tachograph;

"Working hours/Operational hours" means from 08:00 a.m. until 18:00 p.m. – from Monday to Friday, and from 08:30 a.m. to 13:00 p.m. – Saturday;

"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;

"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;

"Transport Undertaking" has the meaning given in Regulation (EC) No 561/2006.

1.2. 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 (this does not apply to HGV vehicles). 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. 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 reservation, the vehicle will be provided on the conditions stated in application.
- ii 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.
- iii A customer may be contacted directly when being asked to provide access for PMI (Planned Maintenance Inspection) and other service requirements. Should amendments be made directly with the Rental Company,

the Customer may incur additional charges.

- iv 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. Nexus shall have no liability for any errors or losses incurred due to or in relation to incorrect information supplied by the Customer.
- v It is the Customer's responsibility to ensure that any vehicle on hire is operated in compliance with all applicable legislation and regulations.
- vi The Customer acknowledges that it has not relied on any statements, promise, representation, assurance or warranty made or given by or on behalf of Nexus which is not expressly set out in this Contract.
- vii All Orders may be placed online via Nexus' IRIS system, verbally, by email or by other Digital Communication. An Order shall not be agreed until Nexus issues written confirmation to the Customer, at which point the relevant Contract shall come into existence. For the avoidance of doubt, Nexus may, on occasion, issue an acknowledgement email upon receipt of the reservation. Such acknowledgement does not constitute an acceptance of the Order nor confirmation of the reservation.
- viii Delivery and collection Orders or requests require a minimum of 1 (one) working day's notice for cars and vans and a minimum of 2 (two) working days' notice on standard HGV groups and specialised vehicles. Where additional specification is required this may impact the required notice period. Nexus does not guarantee availability until a rental confirmation has been sent to the booker via email.
- ix The Customer shall specify in each Order the precise time and delivery location (and, where known, collection location) (for the relevant vehicle). All locations must be within the Territory of Hire. Orders outside the Hire Territory or International Orders may be available subject to Nexus' written approval and shall be priced upon submission of the Order and may be subject to additional terms and conditions, which shall be set out in the relevant Rental Company's branch Rental Agreement at the time of delivery/collection.
- x 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. If the Customer is not available at this time the Rental Company may abort the delivery and charge a subsequent fee. It is the Customer's sole responsibility to ensure that all CDW requirements are adhered to with the correct information also supplied to the Rental Company.
- xi 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.
- xii Cancellation of an Order requires prior notice in accordance with the minimum notice periods set out below:
 - a) A minimum of 4 (four) Working Hours' notice is required to cancel Orders for cars and vans only;
 - b) A minimum of 1 (one) Working Day's notice is required to cancel Orders for standard HGVs vehicles;
 - c) Certain non-standard vehicle groups and specialist 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.
- xiii 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.
- xiv 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 after the vehicle off-hire time 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.

- xv The Customer is responsible for the rental vehicle whilst the vehicle is in their possession but explicitly from the time of delivery until the time of collection irrespective of hire time.
- xvi 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, save for occasions where specific reservation requests are made by the Customer resulting in the Rental Company stating a minimum rental length, in these circumstances the Customer will be billed for the period stated by the Rental Company
- xvii For the avoidance of doubt Long Term rates will only apply when the original reservation is for the minimum Long Term hire duration or longer, e.g. over 90 days.
- xviii Nexus will use reasonable skill and care in relation to the provision of the Services to the Customer.
- xix Bank holiday, Christmas, Easter and specific event ("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.
- xx 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.
- xxi 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 solely 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.
- xxii 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 (if known), date and time for the termination of the vehicle hire, either online via Nexus' IRIS system, verbally, by Digital communication, including 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 4 (four) working hours for cars and vans, 1 (one) working day - for HGVs prior notice 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 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 For HGV hires, Customers must be present at the time of delivery and collection and must sign the vehicle inspection documentation. The abortive charges set out in the Tariff and, where applicable, rental, and/or delivery & collection charges may be levied if the customer refuses to complete paperwork, and/or 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 to ensure security of the vehicle collection.
- ix 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.
- x If an extension to a hire period is required the Customer must inform Nexus a minimum of 4 (four) working hours for standard vehicles group and 1 (one) working day 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 any third-party claims.
- xiv The Customer acknowledges and agrees that vehicles supplied under this Agreement may be equipped with tracking and geo-location technology. The Rental Company may access and use vehicle location data for legitimate operational purposes, including, but not limited to:
 - Delayed rentals or collections
 - theft or suspected theft
 - operational assistance or investigation
 - verification of vehicle delivery or collection

- investigation of abortive collections
- Such location data may be used to verify vehicle availability at the agreed collection address. Where a vehicle is not available at the agreed collection location, and tracking data confirms that the vehicle is not present, an abortive collection fee may be charged.
- The Customer consents to the use of such tracking data in accordance with applicable data protection laws.

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 should be used 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 endeavour to notify the Customer of any new damage claims on a first notification of loss (FNOL) within seven Working Days of the vehicle being collected by Nexus. For the avoidance of doubt, FNOL means the initial report, and does not require submission of a full claim pack or supporting invoice documentation.
- iii Where damage to a tyre occurs, additional tyres may need to be purchased to ensure that the vehicle is compliant with the law, and also health and safety requirements. For example, dual axle vehicles may require both tyres changing, costs of which will be passed onto the customer.
- iv If Out of Hours Delivery has been requested by the Customer, the Customer must check the vehicle prior to driving to agree the damage noted. Any damage found must be marked down on the vehicle condition report and reported to the damage department at Nexus immediately prior to driving. Nexus Damage Department - Tel: 0871 984 1943 or email: damage@nexusrental.co.uk. In the event of any damage to a vehicle caused or contributed to by the Customer, a third-party claim may arise and 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 them 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.
- v 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(vii) below). Nexus will use reasonable endeavours to supply the Damage Claim Pack within 90 (ninety) 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.
- vi If a damage claim is disputed by the Customer within the timescale as per above clause 4 iv, Nexus will place the claim on hold whilst the Rental Company investigates 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.
- vii In the event of vehicle damage, Nexus shall use reasonable endeavours to provide the following documentation to the Customer within 60 working days and 90 working days for HGVs 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").
- viii 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.
- ix 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.
- x Where a rental vehicle is damaged beyond repair, Nexus will use reasonable endeavours 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 Car Pricing Guide or equivalent source i.e. Net Books which the Customer agrees to pay upon receipt of an invoice for the relevant amount.
- xi 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 and any others levied by the Rental Company.
- xii An administration fee as set out in the Tariff will be applied to all damage invoices raised.
- xiii 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.
- xiv The Customer is responsible for ensuring servicing is kept up to date and for providing regular mileage updates, non-adherence to this clause may result in losses and/or claims being charged to the Customer.
- xv 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.
- xvi 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 any subsequent loss of income or use.

5. Insurance Options and Conditions

- i The Customer is responsible for the safe keeping of the vehicle and shall, unless otherwise expressly agreed in writing with Nexus, ensure that the vehicle is insured from the moment of delivery until vehicle collection by the Rental Company.
- 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
 Ensure that all rental vehicles are covered under a comprehensive insurance policy, where COI applies.
- i The Customer shall indemnify Nexus and keep them 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.
- iv 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.

- v The Customer may purchase optional CDW insurance (where available and confirmed by Nexus). 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.
- vi 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.
- vi 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, with any subsequent losses being the responsibility of the Customer.
- vi It is the responsibility of the Customer to ensure that their insurance policy fully covers them for the use of the specific vehicle hired, including where that vehicle falls within EV, HGV, or non-standard vehicle groups. This will cover the total replacement or repair cost of any such vehicle along with the cost of any replacement parts, leads or accessories required for charging the vehicles that are not returned at the end of hire to the Rental Company.
- k The Customer shall remain fully liable for all acts and omissions of any sub-hirer, end user, driver or any other person to whom the Customer provides or permits access to the Vehicle, whether expressly or impliedly, as if such acts or omissions were those of the Customer.
- x Without limitation to the foregoing, the Customer shall:
 - a) ensure each vehicle hired from Nexus will at all times be insured complying with all applicable laws, statutes and regulations from time to time in force;
 - b) ensure any driver using a vehicle hired from Nexus holds, and has not been disqualified from holding or obtaining, a full driving licence valid for the relevant vehicle hired from Nexus;
 - c) ensure any driver using a vehicle hired from Nexus with a gross plated weight of more than 3.5 tonnes to carry goods (or burden) connected with any trade or business possesses a valid and relevant Operator's Licence;
 - d) ensure no driver will use a vehicle hired from Nexus unless the driver conforms to the requirements of the insurance policy referenced in clause 5 ix(a), neither will any vehicle hired from Nexus be used for any purpose not covered by those insurance policy requirements; and
 - e) ensure no driver will use a vehicle hired from Nexus before the agreed start time of the vehicle hire. If at any point the insurance policy lapses, is cancelled, or does not meet the required standards, the Customer shall be liable for all associated risks and losses. Nexus may immediately terminate this Agreement and reclaim the vehicle.
- xi The Customer shall indemnify and hold Nexus harmless, its directors, employees and agents against any and all liabilities, claims, costs, expenses (including but not limited to legal fees, third party claims and administrative costs), damages and losses suffered or incurred by Nexus arising out of or in connection with:
 - a) the breach of any of the Customer's obligations set out in clause 5;
 - b) repairing or replacing a vehicle hired from Nexus or any part or accessory of the vehicle which is not covered by the insurance policy referenced in clause 5 ix(a) or not promptly claimed from or paid out by the relevant insurance provider;
 - c) any failure to comply with the insurance policy referenced in clause 5 ix or to promptly submit a claim to the insurers for any loss or damage to the vehicle hired from Nexus (howsoever caused) or for any injury to or any costs, expenses, damages and losses claimed by third parties; and
 - d) any cost or fines incurred by drivers of vehicles hired from Nexus including (but not limited to), parking tickets, clamping fees, congestion charges or any other traffic offences. The Customer agrees that the costs and fines detailed in this clause 5 ix shall be the Customer's responsibility until the termination

of the vehicle hire and until collected by or on behalf of Nexus.

- xi Third party claims and damage to goods
 - a) The Customer acknowledges and agrees that Nexus is not responsible for any loss of, or damage to: goods, cargo, or any other items transported using the hired vehicle. The Customer assumes full risk and liability for all goods carried by the vehicle during the hire period;
 - b) the Customer shall indemnify, defend and hold Nexus harmless, including its directors, employees and agents from and against any and all liability, claims, damages, losses, costs and expenses (including but not limited to legal fees, and administrative expenses) arising from or related to:
 - i damage or loss of goods, cargo, or any property carried or transported in the vehicle;
 - ii any third-party claims alleging that Nexus is liable for damage, delay, or loss of goods transported by the hired vehicle, including claims from customers, insurers, or other third parties;
 - iii any improper loading, overloading, securing, or transporting of goods that results in damage, accidents, or loss, whether caused by the Customer or any third party acting on the Customer's behalf;
 - iv any regulatory fines, penalties, or legal actions resulting from non-compliance with weight limits, hazardous goods transport regulations, or road safety laws.
 - c) the Customer shall ensure that all goods transported in the vehicle are properly packed, secured, and insured against damage, theft, or loss. Any claims arising from inadequate securing, improper handling, or lack of insurance shall be sole responsibility of the Customer.
 - xi The Customer shall be responsible for ensuring that all information, disclosures, and notifications required under the applicable insurance policy are duly and timely provided to the relevant insurance provider. Where the insurance policy requires the disclosure of the vehicle-specific or any other relevant information as a condition of insurance cover, the Customer shall provide such information to the insurance provider. Where any required notification, disclose or update is not duly made, or where the insurer has not accepted the relevant information and as a result any insurance policy is not in place or invalid, the Customer shall bear sole responsibility for any loss or damage occurring during any period in which the vehicle is not validly insured.
 - xiv For the avoidance of doubt, the terms of any insurance maintained pursuant to this clause shall not relieve the Customer of any liabilities under this Agreement, however, Nexus will not be entitled to double recovery if they receive insurance payments, this will reduce any sums owed by the Customer.
- ### 6. Operator's Licence
- In case of a hire of an HGV vehicle, or any non-HGV vehicle where Operator licensing or other compliance requirements apply (including, without limitation, LOLER or where towing results in a combined weight that brings the operator within HGV regulatory requirements, or where any equivalent operator licensing regime applies under the laws or/and regulations of the Territory of Hire):
- a) It is the responsibility of the customer to ensure a valid Operator's Licence (or Road Haulage Operators Licence (RHOL) where the Hire Territory is the Republic of Ireland), is in place where required, and Nexus must have a copy of this before any hire can be placed. This must be kept up to date when any changes are made, which shall be the responsibility of the Customer. The Customer acknowledges and agrees that where the Territory of Hire is any other country within the European Union, the Customer bears sole responsibility to obtain other relevant counterpart of such licence required to legally operate in such territory.
 - b) It is the Customer's responsibility to ensure vehicles, where required, are added to the relevant Operator's Licence, and to ensure that the maximum number of vehicles is not exceeded.
 - c) If a vehicle is re-hired to any third-party or otherwise made available to any third-party, it is the Customer's responsibility to ensure that

end-user of the vehicle holds Operator's Licence. Copy of such Licence shall be provided to Nexus within a reasonable time upon request.

- d) The Customer acknowledges and agrees that Operator Licensing requirements may apply to vehicles below 3.5 tonnes in certain jurisdictions, where the Territory of Hire is any other country within the European Union. Where such requirements apply it is the Customer's responsibility to ensure compliance with all applicable regulatory requirements, including obtaining any relevant Operator's Licence equivalent prior to the commencement of hire.

7. Drivers' Hours and Tachograph Compliance (where applicable)

- i. Except as expressly agreed in writing, Nexus gives no warranty, representation or undertaking that any Vehicle is fitted, equipped, calibrated or otherwise suitable for any particular regulatory use, including any use within the scope of the Drivers' Hours Rules. It is the Customer's responsibility to ensure that any Vehicle supplied is suitable and lawfully equipped for the Customer's intended use.
- ii. Where the Customer intends to use a Vehicle as an In-Scope Vehicle (including for any international or cabotage carriage of goods for hire or reward in the European Union or any other relevant territory), the Customer must notify Nexus of that intended use at the time of submitting the Order, and in any event not less than 48 hours before the commencement of the hire, so that an appropriately equipped vehicle can be arranged. Additional charges may apply and shall be set out in, or notified in accordance with, the Tariff.
- iii. The Customer warrants and undertakes that, in respect of each In-Scope Vehicle, it is solely responsible, at its own cost, for complying with the Driver's Hours Rules and any applicable legislation and regulations relating to the operation of the Vehicle, including any requirements relating to tachographs, driver cards, posting declarations and other applicable requirements.
- iv. The Customer shall not and shall procure that no driver or end user shall, tamper with, disable, remove or interfere with any Smart Tachograph or related recording equipment fitted to a Vehicle. Where a vehicle is supplied for use as an In-Scope Vehicle, Nexus shall use reasonable endeavours to procure from the Rental Company that the Vehicle is fitted with, and calibrated to use, a compliant Smart Tachograph at the commencement of the hire, it being acknowledged that responsibility for installation and calibration of recording equipment rests with the owner or registered keeper of the vehicle.
- v. The Customer acknowledges that, where a Vehicle is used as an In-Scope Vehicle, it may require compliance with the same legislation and regulations applicable to HGVs. This includes, where applicable, an operator's licence under clause 6, and the Vehicle being subject to the Drivers' Hours Rules and to such vehicle inspection, operator licensing and record-keeping requirements as are imposed by applicable law in the Territory of Hire. The Customer shall at all times comply, at its own cost, with all such requirements. The Customer shall cooperate with Nexus in facilitating any maintenance, safety inspection or servicing of the Vehicle required in connection with its use as an In-Scope Vehicle, including, but not limited to, by making the Vehicle available at reasonable notice and at reasonable times, as it would for any HGV hired under this Contract.
- vi. The Customer shall indemnify and keep Nexus indemnified against all losses, liabilities, third party claims, fines, penalties, damages, costs and expenses suffered or incurred by Nexus to the extent arising out of or in connection with any breach or failure by the Customer, or by any driver, sub-hirer or end user, to comply with this clause 7. In addition, where a Vehicle used as an In-Scope Vehicle is subject to any enforcement action, detention, delay, repatriation, seizure, immobilisation, impounding, prohibition, suspension of cabotage or other enforcement measure arising from any such breach or failure: (a) the Customer shall reimburse Nexus on demand, for all fines, penalties, financial penalty deposits and all immobilisation, impounding, seizure, release, storage, recovery, transport and repatriation costs, together with the costs of any application or proceedings required to recover the Vehicle; and (b) hire charges shall continue to accrue at the Tariff rate for the whole period during which the Vehicle is unavailable to Nexus (including the entire period required to recover and repatriate it, which

the Customer acknowledges may extend to 28 days or longer depending on the method of repatriation and the location of the Vehicle), and Nexus may recover those charges together with its loss of use of the Vehicle.

8. Maintenance

- i. Where Customers require a copy of the vehicle records to allow them to meet legal requirements, including, but not limited to, LOLER certificate, maintenance and vehicle documents etc. All requirements will be shown on the Customer dashboard. Documentation will be available to view upon acceptance of the reservation, or as soon as possible thereafter.
- ii. It is the responsibility of the Rental Company to ensure that vehicles are maintained in accordance to legal requirements and the customer Operator's Licence.
- iii. In order to ensure compliance with the laden brake testing regulations applicable to heavy goods vehicles (HGV) the Customer acknowledges and agrees that:
 - a) Upon reasonable request by Nexus, the Customer shall make the vehicle available at a time and location specified by Nexus for the purpose of carrying out any assessment, inspection or laden or rolling. brake tests required;
 - b) The Customer shall provide all reasonable cooperation necessary to enable such testing or inspection to be completed effectively and without delay. If the Customer fails to make the vehicle available for such testing, or provides it late, the Customer shall be liable for and shall reimburse Nexus for all losses, damages, and expenses arising from such failure, including any impact on the cost, value, or condition of the vehicle;
 - c) Nexus shall be entitled to charge the Customer for any costs and expenses incurred by Nexus in complying with and in execution of the laden brake testing requirements.
- iv. Customers must allow Nexus or their nominated contact access to the vehicle to arrange service inspections.
- v. Where Nexus is unable to contact the driver to arrange inspections the Customer agrees to liaise between the two to ensure the inspection takes place in accordance with the requirements of the Operator's Licence or any other applicable regulation or legislation.
- vi. Service inspections will be arranged on site wherever possible and at the Customer's convenience.
- vii. The Nexus shall be entitled to charge the Customer for any costs and expenses incurred by Nexus in complying with and in execution of regulatory obligations. Additionally, failure to provide access to the vehicle for inspection purposes may result in the reservation being terminated, the vehicle being recalled and any and all subsequent losses.
- viii. The Customer dashboard is a tool to remind Customers of their compliance, however it is still the Customers responsibility to ensure vehicles are compliant with their Operator's Licence or indeed any other applicable regulatory or statutory obligations.

9. 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 accurate information about driver's qualification is

disclosed during the reservation, if any loss arises because of non-disclosure or provision of wrong information, it will be the Customer's responsibility to cover that loss.

10. 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 check in sheet and where applicable, AdBlue as indicated in any 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. It is the Customer's sole responsible to monitor and maintain the AdBlue level during the hire period. The Customer must ensure that the AdBlue level does not fall critically low and must promptly act upon any warning light. If any vehicle fluid level falls critically low during the hire period, the Customer shall be fully responsible for all the consequences arising from such failure, whether direct or indirect. Such consequences may include, but not limited to: vehicle breakdown, immobilisation, engine or mechanical damage, emissions system damage, and failure to start.
- iii. In the event of a long-term hire, i.e. a 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.
- iv. Vehicles from the EV group should be returned by the Customer to the agreed collection location and with the same level of charge of the battery as they were delivered with. If there is insufficient battery charge for the rental company to collect the vehicle, the collection may be aborted (meaning the collection attempt is abandoned due to the vehicle having inadequate battery charge). In such circumstances:
 - (a) an abortive collection charge shall be payable by the Customer in accordance with the Tariff;
 - (b) the lower level of the battery charge will be compensated by the Customer according to the rates specified in the Tariff;
 - (c) the vehicle shall remain on hire, and daily rental charges shall continue to apply until further off-hire instructions are received by the Customer and a collection appointment is made.
- v. 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.
- vi. 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 Tariff, which may be superseded by costs indicated at the time of reservation by either verbal confirmation (Nexus record all calls for this purpose), or written confirmation.
- vii. 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 and recall the vehicle without replacement or change the driver into another vehicle from the same vehicle category on providing the Customer with 24 hours' notice.

11. Parking Charges and Speeding Fines

Parking charges, speeding and other fines incurred during the rental period will be the Customer's responsibility. If the Customer does not pay these, such charges will be billed by Nexus to the Customer, including any increases for late payment, together with the administration fee(s) noted in the Tariff.

12. Penalty Charge Notice & Clean Air Zone

- i. The Customer is responsible for and shall pay all charges, fees and penalties incurred where the Customer causes or permits the vehicle to enter any congestion charge zone, low emission zone, ultra-low emission zone, clean air zone, or any similar road-user or emission related charging zone in a relevant country or jurisdiction.
- ii. This includes charges arising where the vehicle is driven, kept, parked or delivered (on the Customer's request) into any such zone in any jurisdiction.

- iii. Notwithstanding the reasonable endeavours in place from Nexus, the Customer acknowledges that it is their sole responsibility to ensure compliance with any relevant 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 or any other equivalent authority in the relevant jurisdiction.

13. 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 the relevant authority of the Hire Territory.
- ii Pre-Delivery & Collection Charges: where delivery of a rental vehicle is requested within a charge zone on a day prior to the start of the hire, 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 charges and 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 unauthorised use.
- v Payment Process:
 - a) Payment must be made to TfL (or indeed any other similar and relevant authority of the territory of Hire) 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 the relevant authority and will be sent to the registered owner of the vehicle. These charges may be subject to change by the relevant authority and any applicable charges will be charged to the Customer by Nexus, plus the administration charge as per the Tariff.

14. 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

Nexus may have, if the Customer fails to pay 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 Bank of England base rate for the time being. 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 owed to Nexus by the Customer under this agreement shall become immediately due and payable on termination of this agreement for any reason.

15. 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 on 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 increase 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 vehicle 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 is not the exclusive supplier of vehicle 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.

16. 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.

17. 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. For the avoidance of doubt the Customer should never carry out any repairs to the vehicle, irrespective of how they have arisen. Failure to adhere to this obligation will result in any extra charges incurred being the responsibility of the Customer.

18. 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 reasonably, to refuse permission for the Vehicle to be taken outside the Territory of Hire.

19. 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; or
 - 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 19(ii) 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' sole 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 control is materially changed to a new owner who (at the sole discretion of Nexus) is a direct competitor of Nexus or where commercially detrimental to 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 upon 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.

20. Data Protection

- i In this clause 20, 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 20 (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 serviced 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 Nexus 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 fulfilment 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 19 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 20 (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 20 (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 20 (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.
- xii 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 the Customer breaks the terms of the Contract we may pass your Personal Data to credit-reference agencies, debt collectors, the police or any other third-party authorities as prescribed under the relevant Data Protection legislation.

21. 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.

22. 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 21 shall survive termination of the Contract.

23. 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.

24. Liability

- i This condition 24 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 Nexus shall have no liability in relation to any fraudulent reservations 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 Nexus.
- v Subject to condition 24(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 £50,000 (fifty thousand pounds).

- vi This condition 24 shall survive termination of the Contract.

25. 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 subjectmatter 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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 30(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.

31. 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.

32. 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.

33. 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 19ii.
- ii The Contract constitutes the entire agreement between the Parties and supersedes all prior arrangements, statements, warranties, understandings and arrangements between them, whether written or oral.
- 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.