

# 1. Terms and conditions

This is a legally binding agreement between GreenMo UK Limited, 105 Sumner Street, London SE1 9HZ (company number 11248355) (referred to as “us”, “we” and “our”) and the person renting an electric delivery scooter from us (referred to as “you” and “your”).

## Statement of liability

Before taking the Vehicle, you must confirm the following:

1. You are aged 18 or over and have been riding motorcycles or mopeds for a minimum of 1 year.
2. You hold either (i) a valid full motorcycle licence or (ii) a provisional licence and CBT which is less than 2 years old.
3. You have no more than 3 points on your licence and have not made an insurance claim in the last 3 years for an accident where you were at fault.
4. You will return the Vehicle to 105 Sumner Street, London SE1 9HZ.
5. You will comply with all speed limits and other laws and regulations while using the Vehicle, and will report any potential violations to us.
6. You have never been convicted of a criminal offence.

By entering into this agreement you confirm and agree that:

1. The above statements are accurate and you will comply with the terms of this agreement.
2. You understand that your liability in respect of damage to the Vehicle or theft of the Vehicle is limited to £500, except if:
  - (a) you deliberately cause damage to the Vehicle, including without limitation through not following the instructions regarding charging the battery;
  - (b) you were responsible, through your negligence or recklessness, for damage to or theft of the Vehicle;
  - (c) you provided false information to us; or
  - (d) you failed to comply with this agreement,

and in such case you understand that you are liable for the entire replacement value of the Vehicle, any third party liability, and costs.

3. You accept responsibility for, and liability in respect of, all fines and offences in respect of the Vehicle while you have the Vehicle. You will immediately inform us of any fines and / or motoring offences to which you or the Vehicle are subject.

## 1. Your agreement with us:

In this agreement the “Vehicle” is the vehicle that you rent from us and the “Rental Period” is the length of time that you agree to rent the Vehicle. This agreement applies to renewals of this agreement in the same way as to the original Rental Period.

When you rent a Vehicle from us you accept the terms and conditions set out in this rental agreement (agreement). Please read this agreement carefully. If there is anything you do not understand, please ask any member of staff.

We and you are the only parties to this agreement and you are responsible for complying with all the terms of this agreement even though another person (such as a delivery company) may have arranged the rental, negotiated certain terms or may pay for all or some of the rental bill.

We assure you that the Vehicle is roadworthy and suitable for renting at the start of the rental period. We do not warrant or represent that the Vehicle is suitable for any particular purpose or that the range of the Vehicle between charges will be as advertised. You accept when entering into this agreement that the range of an electric vehicle depends on many variables, including without limitation weather, tyre pressure, loading and riding style.

This agreement is the entire agreement between you and us concerning the rental of the Vehicle and cannot be altered unless agreed to in writing and signed on behalf of you and us.

## **2. Rental Period**

We agree that you may have the Vehicle for the number of weeks agreed when you pick it up. Thereafter, this agreement shall automatically renew each week, for so many weeks as you wish to retain the Vehicle. You can return the vehicle to us at any time during office hours, given reasonable notice.

## **3. Your responsibilities**

You must look after the Vehicle and the keys.

You are responsible for ensuring that appropriate tyre pressures are maintained, that tyres have the appropriate legal depth of tread and that brake pads are not worn such that normal braking operation is prevented.

You must always lock the vehicle, secure all of its parts and ensure the steering lock is on when not in use.

You must use a chain lock to secure the Vehicle to an immovable object when not in use.

You must not let anyone work on the Vehicle or make any alteration to the Vehicle.

You must inspect the Vehicle prior to taking possession of it and carry out pre-ride checks.

You must stop using the Vehicle and contact us as soon as you become aware of a fault with the Vehicle.

You must ensure that the Vehicle's battery is charged after each use, and in accordance with the Vehicle manual. You acknowledge that you will be liable for damage caused as a result of not following the instructions regarding the battery.

You must notify us immediately and in full, of any change in your circumstances since you picked the Vehicle up. This includes any motoring endorsements / offences / convictions or criminal convictions and banking details.

## **4. Return of the Vehicle**

You must return the Vehicle on the date agreed, to 105 Sumner Street, London SE1 2ES, unless otherwise agreed. One of our staff must see the Vehicle to check that it is in good condition. If we have agreed that you may return the Vehicle outside business hours or if you choose to leave the Vehicle with a third party you will remain responsible for the Vehicle its security and its condition until it is re-inspected by a member of our staff.

You must check that you have not left any personal belongings in the Vehicle before you bring back the Vehicle. We are not responsible for any loss or damage of your property if left with the Vehicle.

## **5. Maintenance and servicing**

The Rental Payments include necessary repairs and maintenance in the event of normal wear and tear caused by your use of the Vehicle in accordance with paragraph 8. We may periodically check the Vehicle, and will check the Vehicle if you ask us to do so. You should not carry out repairs or servicing yourself.

We may exchange the Vehicle at any time for another identical vehicle, following which the replacement vehicle shall be the Vehicle for the purposes of this agreement. The box will be transferred to the replacement Vehicle.

If you report damage to or mechanical failure of the Vehicle during office hours Monday to Friday, subject to the Vehicle being within the M25 motorway, we will use our reasonable endeavours to ensure that the Vehicle is serviced and if necessary exchanged by the end of the next business day. We will recover the Vehicle if it suffers mechanical failure other than because of accident or damage (however caused). Service, exchange and recovery are free of charge if they relate to mechanical failure which is not caused by you. You will be charged our reasonable recovery and repair fees if we are required to recover the Vehicle from outside the M25 motorway and/or because it has been damaged or involved in an accident. Our repair fees are available upon request.

## **6. Fines and offences**

You acknowledge that you will be liable as the owner, driver or operator of the Vehicle for any offence, penalty, charge or fine which is committed, issued or incurred in respect of any parking, bus lane, congestion charge or traffic offence or contravention in any jurisdiction where the Vehicle is driven until it is returned, unless caused through our own fault.

You must tell us immediately if you are charged with any motoring offence or are subject to any fine. Not doing so may invalidate the insurance in respect of the Vehicle.

## **7. Use of the Vehicle**

The vehicle must not be used:

- (a) by anyone other than you, being the person named on page 1;
- (b) by anyone without a full valid driving licence for the class or use of vehicle rented;
- (c) for hire or reward;
- (d) for any illegal purpose;
- (e) for racing, pacemaking, testing the vehicle's reliability and speed or teaching someone to ride;
- (f) while under the influence of alcohol or drugs;
- (g) outside of the United Kingdom;
- (h) to propel or tow any other vehicle or trailer;
- (i) other than on a paved public highway, private road or driveway;
- (j) to transport dangerous or noxious substances;
- (k) in a reckless or negligent manner; or
- (l) in or on that part of any aerodrome, airfield, airport or military installation.

## **8. Charges**

You agree to provide a payment card that will be used to automatically and without seeking prior permission from the card holder for processing payments.

You may also set up a direct debit instruction with your bank to pay Rental Payments.

Payments may be taken by us, any of our connected companies or a payment services provider.

You agree to pay us the following charges:

(a) the time charges for the Rental Period and any extension of the Rental Period at the daily rate agreed between us (less any booking fee, if applicable); and

(b) charges for any optional services or products which you chose to accept.

You shall pay to us on demand:

(a) all fines and court costs for parking, bus lane, congestion charge, traffic or other offences assessed against the Vehicle, us, you, any additional driver or any other driver you permitted to use the Vehicle until the vehicle is returned unless caused by our own fault;

(b) a reasonable administration fee for processing any fines or offences against the Vehicle, you or us during the rental period, unless caused through our own fault;

(c) a reasonable administration fee for processing a failed payment, unless caused through our own fault;

(d) our costs including reasonable legal fees incurred collecting payments due from you under this agreement;

(e) a reasonable collection fee if the Vehicle is not returned to 105 Sumner Street, London SE1 9HZ;

(f) a cleaning fee if you fail to return the Vehicle in a reasonable condition and such charge shall be the additional cost to us reasonably incurred as a result of such failure;

(g) any recovery fees reasonably incurred by us where the damage to, or Vehicle fault, is the result of human error by you, any additional driver or any other person you permitted to use the Vehicle;

(h) interest on any amounts outstanding under this agreement for one month or longer, at a rate of 8%; and

(i) a reasonable administration fee and charge for the replacement of Vehicle keys.

Subject to paragraph 9, in the case of damage to, loss or theft of, the Vehicle or any part or accessory howsoever caused to the Vehicle unless caused through our own fault, you shall pay us on demand:

(a) fair market value of the repair or replacement of the Vehicle, part or accessory (as applicable) or a repair value calculated by reference to our standard list for minor repairs;

(b) a non-waivable damage charge, at the prevailing rate, or for the full price of the Vehicle and outstanding balance regardless of fault;

(c) reasonable administration fees;

(d) loss of revenue at the weekly rate shown on page 1 based on our loss of income of the Vehicle, not to exceed 30 days, provided that this does not result in us being compensated twice for the same loss;

(e) a reasonable sum for diminishment of value as determined by an independent motor engineer; and

(f) any towing, storage and impound fees reasonably incurred by us as a result of the damage to, loss or theft of the Vehicle.

We shall have the sole right and responsibility to repair the Vehicle and shall, unless you have already settled our agreed repair costs, attempt to repair the Vehicle and process any insurance claim in a timely manner.

You will pay value added tax and all other taxes (if any) payable on any of the charges listed in this paragraph 8.

You are responsible for all charges, even if you have asked someone else to be responsible for them or we have billed any third party. You agree that we will compute and debit final charges from your credit and/or debit card, if that is the form of deposit or security being used, or by direct debit. All charges are subject to final audit. We will use reasonable endeavours to notify you before debiting from your credit and/or debit card or your bank charges which are finalised or come to light after the end of the agreement.

## **9. Limitation of liability**

Your liability in respect of damage to the Vehicle or theft of the Vehicle is limited to £500, except if

- (a) you deliberately cause damage to the Vehicle;
- (b) you were responsible, through your negligence or recklessness, for damage to or theft of the Vehicle;
- (c) you provided false information to us; or
- (d) you failed to comply with this agreement.

Our liability under this agreement is limited to the amount of fees and charges paid by you, unless the liability relates to our negligence causing death or injury, or is liability which we are otherwise not permitted to exclude by law.

## **10. Responsibility to third parties**

You agree to fully cooperate and assist us and our insurers in the investigation of any third party claim and agree that we or they will have the sole right to settle any claim as we or they may decide is necessary. You agree that any failure to report a claim as soon as reasonably possible, failure to cooperate or assist, any fraud or breach of the terms and conditions of our policy, or any breach of paragraphs 4 or 8 will invalidate the cover supplied under our motor fleet insurance policy.

If the insurance available to you, does not pay any third party the damages they are entitled to as a result of you failing to comply with the terms and conditions of that policy, you will have to repay on demand all costs incurred by us or our insurers in settling and handling the claim. If you provide false information in relation to any third party claim, or if we or our insurers suspect fraud, we may notify fraud prevention agencies and databases, and you may be prosecuted.

## **11. What to do if the Vehicle is in an accident or stolen or lost**

You must report the accident or theft or loss to us as soon as possible and confirm this in writing as soon as reasonably possible.

You must not admit responsibility to anyone in relation to the accident.

You should collect the names and addresses of everyone involved, including witnesses, and give them to us.

You must promptly forward to us any notices or other documents relating to any legal proceedings arising out of the accident or theft or loss.

You agree to cooperate with us and our insurers including requests for full and true information and to provide assistance in any matters or legal proceedings including allowing proceedings to be brought by us in your name and defending any proceedings brought against you.

You must return the original keys to us and report the theft or loss to the police as soon as reasonably possible if the Vehicle is stolen or lost.

## **12. Data protection**

You agree that we, our subsidiaries, parent company and any subsidiary of our parent company whether in the EU or outside the EU may:

- (a) store your personal data that relates to any incident arising from your dealings with us if we think that, as a result of such incident, you could be a risk for future rentals. We may refer to such data when you contact us to seek future rental services. For example, we will record data about your failure to pay, theft of or damage to a vehicle, abusive behaviour towards our staff, any relevant criminal offence committed or alleged or if you have driven under the influence of drugs or alcohol. Such data is stored separately from our general client database though the databases are linked. If we record any such data against your name and you later seek to rent another vehicle in the UK or elsewhere, a decision will be made by our authorised employees as to whether the rental may proceed
- (b) process any personal data given by you or obtained for the purposes of keeping of accounts and records in connection with this agreement and its performance and, unless you withdraw your agreement, our marketing generally;
- (c) verify personal, driving and credit information provided by you and any additional authorised driver through credit agencies, the driver and vehicle licensing agency (DVLA), the driver and vehicle agency (DVA), fraud prevention agencies/databases and other sources;
- (d) provide your personal data to third parties to carry out customer satisfaction surveys on our behalf; and
- (e) provide details of any accidents in which you or any additional driver of the vehicle are involved to relevant insurance databases.

You agree that if you break the agreement we can give such of your personal data as may be relevant to the DVLA, the DVA, debt collectors and any other relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), which can share your personal information with its members to prevent crime and protect their assets, as allowed under the data protection act 1998.

The Vehicle is equipped with a tracking device and/or a telematics system. You acknowledge that such systems utilise mobile telephone, satellite and/or radio signals to transmit data and communication and therefore privacy cannot be guaranteed. You authorise us and our appointed providers to use and access location information and automatic crash notification concerning you for use in the operation of an automatic crash notification system and use of the vehicle location system for legitimate reasons (such as to investigate a lost or stolen vehicle or to co-operate with law enforcement authorities). You accept that a tracking device may alert us if the Vehicle enters any designated area (such as a port) so we are aware if the Vehicle may be transferred abroad, or for other security reasons. We are not obliged to use or ensure the proper operation of any tracking device or telematics system in the Vehicle.

### **13. Ending the agreement**

You may return the Vehicle and terminate this agreement at any time during the Rental Period in accordance with and subject to paragraphs 2 and 4.

We may end this agreement immediately upon written notice to you in the event of material damage to or theft or loss of the Vehicle, or if you commit any material breach of this agreement. This includes any failure by you to comply with paragraphs 4, 5, 6, 7, 8, 10 or 11.

Upon termination of this agreement, if you fail promptly to return the Vehicle to us, we may repossess it, and you shall be liable for the reasonable costs involved in repossessing it.

Termination of this agreement shall not affect your or our rights and remedies which exist at the termination date. Any parts of this agreement which by implication continue after termination shall not be affected.

### **14. Applicable law**

This agreement (including any non-contractual obligations) is governed by the laws of England. You agree to the exclusive jurisdiction of the English courts in relation to this agreement.