

## **GreenMo Terms and conditions of rental**

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, as named in the internet form filled in at time of rental (referred to as “you” and “your”).

### **Confirmations you must give**

Before taking the Vehicle, you must confirm the following:

#### **About you**

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 never been convicted of a criminal offence.

#### **Insurance confirmations**

1. You have not have been banned from driving or riding within the last 5 years.
2. You have not sustained any of the following convictions within the last 5 years.
  - (a) Failing to stop and report accident (Offence Codes beginning AC)
  - (b) More than one careless driving (Offence Codes CD10, CD20, CD30)
  - (c) Causing Death (Offence Codes CD40, CD50, CD60, CD70, CD80, CD90)
  - (d) Dangerous Driving (Offence Codes DD10, DD40, DD60, DD80, DD90)
  - (e) Drink Driving (Offence Codes DR10, DR20, DR30, DR31, DR40, DR50, DR60, DR61)
  - (f) Drugs (Offence Codes DG10, DG40, DG60)
  - (g) Aggravated taking of a vehicle (Offence Code UT50)
3. You do not have more than 6 penalty points on Driving Licence.

#### **Use of the Vehicle**

1. When this agreement expires or is for any reason terminated, you will promptly return the Vehicle to the location from which you collected the Vehicle, or such other location as we may specify.
2. The length of this agreement is 12 weeks. You can return the Vehicle early and end this agreement at any time during this agreement. If you return the Vehicle before 4 weeks then we will charge a servicing fee of £65.
3. You will comply with all speed limits and other laws and regulations while using the Vehicle, and will report any potential violations to us.
4. You will not allow anybody else to use the Vehicle.
5. You accept that we have not made any warranty or representation concerning the range of the Vehicle between charges, and you have determined how and where you will charge the Vehicle.

## **Your liability for damage and fines**

1. You understand that your liability in respect of damage to the Vehicle or theft of the Vehicle is limited to £500 (or such lower value as may be agreed at time of rental), except if:

- (a) you deliberately cause damage to the Vehicle;
- (b) you were responsible, through your negligence or recklessness, for damage to the Vehicle, including without limitation through not following the instructions regarding charging the battery;
- (c) you were negligent or reckless in securing the Vehicle, resulting in its theft, which includes without limitation failing to secure the Vehicle to an immovable object, failing to use a disc lock or failing to engage the steering lock;
- (d) you provided false information to us; or
- (e) 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 (which as at the date of this agreement is £4,500), any third party liability, and costs.

2. You accept responsibility for, and liability in respect of, all fines, penalty charges and offences in respect of the Vehicle while you have the Vehicle. You will immediately inform us of any fines, penalty charges and / or motoring offences to which you or the Vehicle are subject. We may pass your details, including your personal information, to any authority which has notified us of a fine, penalty charge of an offence while you have the Vehicle.

## **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, and any period following the end of the Rental Period in which you retain the Vehicle, in the same way as to the original Rental Period. "Rental Payments" are the amounts per week that you have agreed to pay to us, as set out in the internet form filled in at the time of rental.

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.

## **2. Rental Period**

This agreement is for a fixed term of 12 weeks. You must return the Vehicle to us promptly at the end of the Rental Period. You can return the vehicle to us at any time during office hours, given

reasonable notice. If you want to return the Vehicle to us prior to the end of the Rental Period, you may do so, although a minimum rental period of 4 weeks applies. If you return the Vehicle prior to the expiry of the minimum period we will charge a servicing fee of £65.

### **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 and use an additional disc lock on the front wheel.

You must not let anyone work on the Vehicle or make any alteration to the Vehicle without our consent.

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 the location from which you collected the Vehicle, 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 7, excluding punctures and flat tyres. 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 save for punctures and flat tyres, which you should deal with by taking the Vehicle to a properly qualified motorcycle repair shop or tyre shop.

We may exchange the Vehicle at any time for another 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 (except punctures and flat tyres) of the Vehicle during office hours Monday to Friday, subject to the Vehicle being within 15 miles of the location where you picked up the Vehicle, 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 15 miles of the location where you picked up the Vehicle and/or because it has been damaged or involved in an accident or has a puncture or a flat tyre. Our repair fees are available on our website and in hard copy 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 agree that for the purposes of the Traffic Management Act 2004 we may pass this agreement, including any associated internet forms or documents you have provided, to any issuer of fines, penalties and/or traffic offences. The particulars required by the Act are set out below.

About the hirer:

Full name: as set out in the internet form filled in at the time of hire

Date of birth: as set out in the internet form filled in at the time of hire

Permanent address: as set out in the internet form filled in at the time of hire

Address at the time of hiring (if different from above): not applicable

Details of driving licence:

Serial number or drivers number: as set out in the internet form filled in at the time of hire

Issuing authority: as set out in the internet form filled in at the time of hire

Date of expiry: as set out in the internet form filled in at the time of hire

About the hiring agreement:

Registration number of hire vehicle: as set out in the internet form filled in at the time of hire

Make of the hire vehicle: Vmoto Emax VT 120 LD

Registration number of any substitute vehicles: as set out in any swap forms which were filled in when you swapped Vehicles

Make of any substitute vehicles: Vmoto Emax VT 120 LD

Time and date of any change/substitution of vehicle: as set out in any swap forms which were filled in when you swapped Vehicles

Time and date of commencement of hiring period: the time and date of submission of the internet form filled in at the time of hire

Time and date of expiry of hiring period: 12 weeks from the time and date of commencement of the hiring period

Time and date of commencement of any extension: as set out in any renewal form, which is filled in when you renew your contract with us

Time and date of expiry of any extension: 12 weeks from the time and date of the renewal form

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 in the sign up form;
- (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 may set up a direct debit instruction with your bank to pay Rental Payments. If you do not set up a direct debit instruction we may charge an additional sum to cover the extra cost of processing the Rental Payments by alternative means.

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 Unit 1, King James Court, London SE1 0DH;
- (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.

If you keep the Vehicle following the expiry of the Rental Period without our express consent, you shall be charged the regular Rental Payment plus a surcharge of 20%, and paragraph 9 shall not apply.

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 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 us; 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 during the Rental Period (excluding any time that you have the Vehicle following the expiry of the Rental Period) is limited to £500 (or such lower value as may be agreed at time of rental), except if

- (a) you deliberately cause damage to the Vehicle;
- (b) you were responsible, through your negligence or recklessness, for damage to the Vehicle, including without limitation through not following the instructions regarding charging the battery;
- (c) you were negligent or reckless in securing the Vehicle, resulting in its theft, which includes without limitation failing to secure the Vehicle to an immovable object, failing to use a disc lock or failing to engage the steering lock;
- (d) you provided false information to us; or
- (e) 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 (which as at the date of this agreement is £4,500), any third party liability, and costs.

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, and we may refer to such data when you contact us to seek future rental services;

(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 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;

(e) provide your personal data to providers of courier, delivery and other services where you have provided us with a rider identification or number in respect of such provider or providers;

(f) provide details of any accidents in which you are involved to relevant insurance databases; and

(g) provide your personal data to any issuer of fines or traffic offences where we reasonable believe you to have been at fault.

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. Changes to this agreement**

You may not make any changes to this agreement without our consent. We may make changes to this agreement, which take effect 5 business days after we communicate them to you, provided that such changes are for one of the reasons set out below:

- (a) We make a change to comply with a regulatory requirement;
- (b) We make a change that is positive to you;
- (c) We need to make a change to reflect an increase in our running costs; or
- (d) Any other reason that we could not reasonably foresee at the date of this agreement.

You may end this agreement early if we make a change and you tell us that you reject such change. Unless you communicate with us within 5 business days that you reject the change to this agreement, you shall be deemed to have accepted it.

### **15. 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.