



## EVezy DRIVER SUBSCRIPTION AGREEMENT 2018

This contract lists the qualification criteria and terms and conditions related to membership subscription of the vehicle sharing service provided by EVezy which is a wholly owned trading name of Rente Ltd of Fordrough, Hay Mills, Birmingham, B258DW under company registration number 10479888 (hereinafter referred to as “EVezy”, “we”, “us” or “our”) to its customers (hereinafter referred to as “Drivers”, “the Driver”, “Driver” or “you”).

### 1. Driver Qualification Criteria

A Named driver must meet the following criteria, anything outside will have to be referred to the insurer:

- a) Drivers aged between 25 – 65 years of age
- b) Full UK/EU Driving Licence: 3 years
- c) Resident in the UK: 2 years
- d) No more than 6 penalty points in last 3 years (minor convictions)
- e) All major motoring convictions must be referred
- f) Not banned within the last 5 years
- g) No more than 1 fault claim within the last 3 years
- h) All criminal convictions must be referred

To be eligible for our service the Driver must not:

- i. Have been refused motor vehicle insurance or continuance thereof
- ii. Use the vehicle for any commercial gain, business or occupation outside of use for social, domestic or pleasure
- iii. be in one of the following occupations: anybody associated with the entertainment or sports industries, bookmakers, casino/club employees, debt collectors, money lenders, second hand dealers/merchants, journalists photographers, market/street traders, private investigators, legal professionals, import/export merchant, professional sports people and persons of no fixed abode.
- iv. be in any of the following occupations without referral to EVezy’s insurer first: anybody associated with the entertainment or sports industries, bookmakers, casino/club employees, debt collectors, money lenders, second hand dealers/merchants, journalists photographers, market/street traders, students under 25 years, private investigators, legal professionals, import/export merchant, professional sports people and persons of no fixed abode.
- v. Have suffered from any disability or medical condition which has not been notified to the DVLA or which has been notified and resulted in the refusal of a driving licence
- vi. Have during the last 5 years been convicted of or has a pending prosecution for any offence or combination of offences which resulted in or may result in more than 6 penalty points the Driver’s driving licence or which resulted in or may result in a loss of licence or suspension or ban from driving
- vii. Have during the last 10 years been convicted of or has a pending prosecution for any criminal offence

Satisfying the eligibility criteria does not automatically give an applicant the right to become a EVezy Driver.

- a) Acceptance of the Drivers application is subject to approval by EVezy at its sole discretion
- b) An application may be denied based upon additional criteria established from time to time by EVezy and its insurance providers



- c) A Driver may, at EVezy's sole discretion, be restricted from driving certain EVezy vehicles based upon the Driver's history and experience
- d) EVezy reserves the right to terminate membership without notice for any breach under the qualification criteria and/or any other term
- e) The Driver must accurately, truthfully and fully complete the application process and deliver all information and documents required under the application process
- f) The Driver must accurately, truthfully and fully inform EVezy of any changes to the criteria listed above or for any other reason that might have affected qualification at any time after the start of services

## **2. Availability and Reservations**

- a) Meeting qualification criteria and successfully completing membership registration will allow access to the EVezy app or other online platform for access to EVezy vehicles and services but the provision of services and use of vehicles is strictly subject to availability
- b) Drivers may reserve the Services via EVezy's reservation system as available
- c) Reservations will be made on an as-available, first-come basis, and EVezy does not guarantee the availability of the Services
- d) The length of each term of use of the Services will be agreed to on a per drive basis via the EVezy's reservation system
- e) EVezy reserves the right to change or cancel Services at any time with or without notice
- f) EVezy reserves the right to change the vehicle provided to fulfil, but not limited to, vehicle servicing requirements
- g) The Driver will use a smartphone or membership card to lock and unlock EVezy vehicles
- h) The Driver will allow up to a 15 minutes pre-rental hold period before picking up the vehicle
- i) The minimum subscription period is 4 (four) weeks
- j) No more than 1 pre-subscription hold period cancellations are allowed. Pre-rental hold period cancellations beyond twenty-four (24) hours will be charged for the minimum subscription period as described in Schedule 2
- k) Use of a EVezy vehicle is ended when the Driver leaves the EVezy vehicle and by putting the vehicle on charge and by using the EVezy app or membership card to lock the car
- l) If a Driver has parked the EVezy vehicle in a Designated Parking Zone and is not able to lock and charge the vehicle, the Driver should immediately call Driver services at 0800 030 6840

## **3. Agreement of Terms and Conditions**

- a) If the Driver does not meet the Driver Qualification Criteria under clause 1. or does not agree to the Terms and Conditions then the Driver may not, under any circumstances, access or use any of EVezy's vehicles or Services
- b) By successfully completing the registration process, using or taking delivery of a EVezy vehicle or by accepting EVezy services; the Driver warrants that the Driver Criteria and terms and conditions are accepted without change or reservation
- c) Conditions of use will strictly adhere to all exclusions, provisions and terms listed in Schedule 1 and 2
- d) Enquiries related to this Contract should be made via email at [info@EVezy.co.uk](mailto:info@EVezy.co.uk) or by telephone at 0800 030 6840

## **4. Amendments**

- a) EVezy reserves the right to change the terms of this contract from time to time
- b) EVezy will give notice of contract changes to Drivers in a timely manner



- c) Evezy change of terms notices will be considered given when such notice is:
  - i. indicated and accessible from the first page from Driver log-on to the Evezy website
  - ii. indicated and accessible when the Driver uses the Evezy app
  - iii. provided by email to the Driver's email address
  - iv. is received as included in our newsletter
  - v. the Driver may terminate membership with Evezy within ten (10) days of a change of terms notice
  - vi. a change of terms notice will be deemed to have been accepted by the driver after ten (10) days of delivery

## 5. Exclusions

- a) A Driver must not allow any other person to drive their Evezy vehicle or to access their Evezy app
- b) Any unauthorised use of the Evezy app and/or a Evezy vehicle must be immediately reported to Evezy by calling 0800 030 6840
- c) Failure to comply with this clause may result in you, regardless of any other the person using the vehicle, the app or services, being subject to:
  - i. termination of membership without notice
  - ii. invalidation of insurance coverage
  - iii. liability for any losses, liabilities and damages
  - iv. liability for the applicable fees and costs for Evezy vehicle use
  - v. liability for any death, injury or damage to property as a result of a breach of this clause
- d) Evezy reserve the right to maintain and protect vehicles and to prevent and detect crime by using electronic devices to monitor the condition, performance and operation of Evezy vehicles and/or to track the movement of Evezy vehicles
- e) information gathered by electronic devices may be used both during your membership and after expiry and/or termination of your membership

## 6. Payment and Fees

- a) The Driver promises to pay Evezy all fees associated with the hiring of the car, driving charges (including but not limited to any stated mileage overage and/or toll fees), driving licence verification and any associated application and/or membership fees
- b) All application and subscription fees are non-refundable
- c) Any congestion or toll charges incurred whilst driving are the responsibility of the Driver in all cases
- d) Mileage included in the subscription fee is 1,000 miles per month or 12,000 per year. Any additional mileage is charged at 8p per mile
- e) Mileage must not exceed 15,000 miles in any twelve-month period or an average of 1,250 miles per month.
- f) Evezy reserve the right to terminate the contract and recover the vehicle should Evezy record or anticipate, at their sole discretion, usage in exceeding 15,000 mile over any twelve-month period.
- g) On registering for Evezy, our application fee will be charged within five days of membership approval, regardless of whether you go on to use the service
- h) If a coupon is redeemed and membership is cancelled within 30 days, the coupon may become void and all driving will be charged to the Driver



- i) Drivers are responsible for the payment of all fines incurred through speeding, parking or other driving offences whilst using a EVEzy
- j) Drivers may settle payments due via credit card, debit card, or other means as accepted by EVEzy
- k) Drivers are responsible for keeping the car charged and a failure to do this which requires a recovery of the vehicle due to the driver will be subject to a fee of £100.00.
- l) Any Driver account which is past due for payment will be suspended
- m) EVEzy reserve the right to terminate or suspend membership If payment of any amount due is rejected by the credit or debit card provided by the Driver or not paid via the direct debit set up by the Driver
- n) Drivers are responsible for providing and maintaining current credit card, debit card or direct debit information on file with EVEzy
- o) Ongoing issues with credit card, debit card or direct debit billings may result in termination of membership
- p) Under no circumstances will EVEzy be responsible for any overdraft or other fees charged by a Driver's credit or debit card company or bank
- q) EVEzy also reserve the right to change the payment due date and/or terminate any Driver's account that has been in arrears of late for payment
- r) EVEzy may engage third parties to collect amounts owed to EVEzy by a Driver
- s) the Driver will be responsible for any collection or litigation fees related to overdue charges
- t) EVEzy also reserves the right to charge interest on overdue charges at the applicable legal interest rate plus 4% over standard UK base rate

## **7. Data and Information**

- a) All personal Data is collected, stored and deleted strictly in line with GDPR May 2018 regulations. Where any services or benefits referred to above are provided to the Company by third parties, the Company may disclose some of your personal information to those third parties strictly in line with GDPR May 2018 regulations.
- b) All personal Data is collected, stored and deleted strictly in line with GDPR May 2018 regulations as stated under the EVEzy Privacy and Cookie Policy which is available via the EVEzy website [www.evezy.co.uk](http://www.evezy.co.uk)
- c) EVEzy may use any information that a Driver has provided, including any personal information, for the purposes of processing and collecting payment under this Contract, monitoring fraud and dealing with any issues before, during and after membership
- d) all Drivers are responsible for providing and maintaining current email, mobile phone, mailing address and other account information
- e) All communications with EVEzy including email, telephone and social media maybe monitored and recorded by EVEzy and the use of listed communication channels represents the Driver's consent to be monitored or recorded
- f) The Driver agrees to maintain accurate, complete and up-to-date account information
- g) Failure to provide accurate information may result in the Driver's suspension or termination from using EVEzy's services
- h) Drivers must carry a valid driver's licence card at all times when in charge of a vehicle
- i) Because driving for EVEzy requires maintaining a good driving record EVEzy may from time to time check Drivers records and reserves the right to suspend the relationship with any Driver who does not meet EVEzy's eligibility requirements
- j) EVEzy may obtain information from third parties concerning applicants and Drivers to help establish eligibility for membership



- k) EVEzy will carry out checks such as, but not limited to, an identity check
- l) EVEzy may pass your personal information to third party agencies for the purposes of carrying out identity and credit checks and they may keep a record of any search
- m) Driver information is not sold to third parties
- n) By submitting to EVEzy usernames, passwords and other log-in credentials (collectively, "Credential Information") for any third party sharing economy service (collectively, "Providers"), you hereby grant to EVEzy a non-exclusive, royalty-free, fully-paid license to use that Credential Information
- o) EVEzy may use and store the data and information made available by the Providers to you through use of your Account Credential Information related to your usage of, and interactions and transactions with, third party sharing economy service platforms (your "Provider Account Information") in accordance with this Agreement
- p) The Driver warrants and represents to be entitled to submit Credential Information to EVEzy, without any obligation by EVEzy to pay any fees or be subject to any restrictions or limitations
- q) By using the Service, you expressly authorise EVEzy to access your Provider Account Information, on your behalf as your agent
- r) The Driver warrants that the Service is not sponsored or endorsed by any third-party Providers
- s) Subject to all applicable laws; EVEzy may provide a third party with information (including your personal data and any data of EVEzy) about you, provided during your application, for the use of a vehicle or the Services if:
  - i. there is a complaint, dispute or conflict, including an accident, relating to a Driver;
  - ii. it is necessary to enforce the terms of any agreement between you and EVEzy;
  - iii. it is required, in EVEzy's sole discretion, by applicable law, regulation, ordinance, license, or operating agreement;
  - iv. it is necessary, in EVEzy's sole discretion, to protect the safety, rights, property, or security of EVEzy, the Services, or any third party;
  - v. to detect, prevent or otherwise address fraud, security or technical issues;
  - vi. to prevent or stop activity which EVEzy, in its sole discretion, considers to be, or to pose a risk of being, illegal, unethical, or legally actionable

## 8. Collisions

- a) A Driver is responsible for all and any damage that occurs to a EVEzy whilst in his or her possession (including the entire time the vehicle is reserved under the Driver's account)
- b) The Driver is responsible for the full value of any damages or injuries caused to third parties or their property
- c) Such damages include, without limitation, the repair costs (estimated or actual) for the EVEzy vehicle and third-party property, injuries to third parties, costs associated with the recovery or transportation of EVEzy vehicles, and the loss of use of EVEzy vehicles or third-party property
- d) EVEzy provides insurance as part of the subscription conditions and covers most damages arising from a Drivers use of a EVEzy, and the Driver's liability for damages will generally be limited to the damage excess charge
- e) Any breach of terms and conditions may invalidate the insurance cover EVEzy provides
- f) The Driver responsible for the full cost of any accident or incident and any damages incurred of insurance is invalidated due to any breach of terms and conditions by the Driver
- g) If the Driver is involved in an incident whilst in charge of an EVEzy vehicle; a damage excess charge (of up to £1,000) may apply



- h) A damage fee may apply, but is not limited to, dents, scratches, collisions, flat tires, windshield cracks, dead batteries, engine problems, vandalism, theft, lost or damaged keys or other EVezy property, third party damages, and, in some cases, third party personal injuries
- i) In the event of a collision or other incident where additional investigation is required, EVezy will charge the payment card for £1,000 at the start of the investigation process. At that time, the Driver's account will be temporarily disabled pending investigation.
- j) The Driver may be reinstated, at EVezy's sole discretion, upon completion of an investigation
- k) If the cost of the repair is less than £1,000, the Driver will be refunded any remaining balance from the damage fee.
- l) A Driver found to not be at fault will receive a full refund
- m) A Driver will be responsible for the payment of £1,000 (being a **Damage Excess**), which will be automatically deducted for the allocated credit card
- n) Each Damage Excess will be returned upon conclusion of a blame free, without penalty insurance settlement
- o) The insurance policy satisfies the requirements of the relevant law applicable in Great Britain and Northern Ireland to insure against liabilities for death, bodily injury and property damage caused by, or arising out of, the use of a vehicle on the road in Great Britain or throughout the member states of the European Union
- p) The elimination or reduction of liability for the Damage Excess charge will not apply should the Driver:
  - i. use the vehicle in violation of this Contract, including if the Driver permits any other person to drive a EVezy vehicle, engage in any prohibited use of a EVezy vehicle or, purposely or through negligence, damage a EVezy vehicle or third-party property;
  - ii. have membership suspended or terminated by EVezy
  - iii. have two at fault incidents in a EVezy vehicle involving property damage or any third party;
  - iv. display evidence of reckless driving or not paying due care and attention
  - v. fail to close and lock all windows, doors, the bonnet and boot and the vehicle is stolen, damaged or vandalized;
  - vi. fail to notify EVezy immediately after an accident or loss; or fail to pay any other amount due under this Contract

## 9. Insurance

- a) Any Driver authorised to operate a EVezy vehicle under this contract will be covered by EVezy's vehicle liability insurance which provides coverage for 3<sup>rd</sup> party cover for accidental death of or injury to any person relating to an accident
- b) Significant Exclusions and Limitations to provision of insurance by EVezy include but are not limited to the following:
  - i. Loss or damage to the EVezy vehicle arising from theft or attempted theft whilst the ignition key has been left in or on the vehicle
  - ii. Any excess agreed at point of subscription for some vehicle types and drivers under twenty-five (25) years of age may have an additional excess levied
  - iii. Third party liability for accidental death of or injury to any person
  - iv. The cover provided for damage to property is limited to £10,000,000 in respect of any one occurrence or series of occurrences arising out of one event. This limit is increased to £20,000,000



for any incident involving a private motor car. The limit is restricted to an amount of £5,000,000 if at the time of the loss, damage or legal liability occurring the Insured vehicle(s) was/were being used for the carriage of passengers for subscription and reward or the carriage of Hazardous goods

- v. EVezy has no liability for any loss of, or damage to, any goods in or on the vehicle or in or on any third-party vehicle
  - vi. EVezy has no liability for any loss, damage, injury or death in relation to any Driver due to any claims made by a third-party for any loss or damage arising from or in relation to the reservation, non-availability, supply, operation or use of extra equipment which includes but is not limited to; luggage racks, bicycle racks, baby seats, whether supplied by EVezy or by the Driver
  - vii. the Driver is responsible for the safe installation vehicle accessories and must check the condition before each use
  - viii. EVezy is not responsible for any loss or damage to any personal property in or around any vehicle or EVezy's premises
  - ix. Should the Driver commit any breach under the terms of this agreement then the Driver will be liable to settle directly all costs for any damage, insurance claim, litigation, third party claim for direct, punitive or consequential losses.
- c) In no event will EVezy be liable a Driver or any third party for any indirect or incidental costs, punitive damages or any consequential losses including but not limited to the loss of profit

## **10. Term and Termination**

- a) This contract shall commence upon the acceptance by EVezy of the signed contract and payment for the car and any applicable fees and/or charges
- b) The minimum term of this contract is 1 calendar month
- c) The term of this contract shall continue until EVezy or the Driver terminates it subject to ten (10) days notice
- d) The Driver shall remain responsible for any fees, costs or expenses incurred prior to termination of this Contract
- e) EVezy, upon notice to the Driver, may also terminate this Contract should the Driver fail to pay any sums due under the terms of this Contract
- f) EVezy, upon notice to the Driver, may also terminate this Contract should the Driver fail to comply with any term or condition specified in this Contract
- g) EVezy, upon notice to the Driver, may also terminate this Contract should the Driver engages in any activity or conduct that EVezy deems inappropriate, negligent, offensive, abusive or otherwise unacceptable
- h) Upon termination of the Contract the rights to use all services and vehicles shall immediately terminate
- i) Upon termination of the Contract the Driver agrees to immediately return to EVezy any vehicle or any other property of EVezy
- j) The Driver shall be responsible for and agrees to pay any legal fees, court costs or expenses associated with enforcing the terms of this contract whether upon termination or otherwise (including without limitation, any costs relating to recovering any of the foregoing property or any amounts due and owing to EVezy).

## **11. Fees and Pricing Structure**

- a) Pricing for access to EVezy vehicles and services includes the cost of charging, maintenance and insurance as stated in the EVezy website [www.evezy.co.uk](http://www.evezy.co.uk)





- b) EVezy reserves the right to amend rates, rate structures, terms and credits from time to time with reasonable notice
- c) Credits are promotional and have no cash redemption value
- d) EVezy shall charge a fee of £25 for late payment or if the payment method is declined
- e) Late payment fees will be charged per occurrence and posted to the Driver's account
- f) All EVezy vehicles are electric and to be connected for charging at the end of a booking term
- g) A driver must connect a vehicle and ensure that it says the vehicle is charging on the central dashboard
- h) EVezy reserves the right to charge the Driver a £20 fee for failure to connect a vehicle or to ensure that the vehicle is charging
- i) A Driver failing to return the vehicle to its assigned location may be charged for the total costs of recovering the vehicle
- j) A vehicle may be reported to the police as missing should EVezy not be able to contact a Driver and the Driver will be liable for all associated fees
- k) Fees and amounts:
  - i. Damage fee: Up to £1000, based on cost of repair
  - ii. Failure to report an accident / damage fee: £500 above the cost of repair if the driver can be proven to be aware of an accident or damage they caused, but failed to declare it within 3 hours
  - iii. Late payment: £25
  - iv. Returned vehicle late: £10 per sixty (30) minutes over the end of booking time, unless EVezy are notified and permit an extension for exceptional circumstances
  - v. Failure to charge car upon return: £20
  - vi. Failure to properly secure the vehicle (open windows or unlocked car): £100
  - vii. Removal of any EVezy equipment (including charging leads, phone holder, spare wheel, lifting jack, polar plus membership card): up to £1000
  - viii. Vehicle abandoned or returned to wrong location: £100 plus any vehicle recovery costs
  - ix. Failure to cooperate with an insurance claim: £3,000
  - x. Drivers will be charged for the subscription until they have successfully locked and put the EVezy vehicle on charge
  - xi. PCN admin charge: £24
  - xii. Drivers should return the EVezy vehicle to a Designated Parking Zone at the end of the period of subscription
- l) Drivers are liable for all charges or fines incurred by leaving a EVezy vehicle parked illegally
- m) Where off street parking or private garage parking is not available the Driver must secure a residents permit (or equivalent) to be displayed clearing inside the vehicle when parked.
- n) The Driver is solely responsible for establishing the necessity for and securing the lawful use of a residents permit (or equivalent)
- o) If the vehicle is towed or clamped during the reservation, then the Driver is responsible for recovering the vehicle and paying all costs, as well as any late fees that are incurred

## 12. General Provisions

- a) By becoming a EVezy driver, the Driver represents and warrants to EVezy that the Driver has received all explanations as the Driver may have reasonably requested concerning the content of these term and conditions, including all schedules
- b) The rights granted to the Driver under this contract are not assignable or transferable in whole or in part





- c) Any attempt to transfer this Contract without the written consent of EVezy shall be void and of no force or effect
- d) EVezy may assign these term and conditions to an affiliate or to another entity
- e) No delay or omission by EVezy to exercise any right or power occurring upon any non- compliance or default by the Driver shall impair such right
- f) All terms and conditions are governed by and constructed in accordance with English and Welsh Law
- g) The Driver returning a vehicle late must take the following steps:
  - i. Attempt to extend your reservation
  - ii. Contact the EVezy office on 0800 030 684

### **13. Confidentiality**

Each party shall treat in confidence the other party's confidential information and shall not disclose it for 5 years, from the date of this agreement, save for the proper performance of this Agreement or where law requires such information or where the information is already in the public domain

### **14. Survival**

Obligations related the term of contract will survive termination for the following clauses:

- i. 7. Data and Information
- ii. 9. Insurance
- iii. 13. Confidentiality



### **Schedule 1: Prohibited Uses**

The use of a EVezy vehicle is prohibited under the following conditions:

- a) Use of a EVezy vehicle off-road, or for racing, pace making, testing the vehicle's reliability or speed, teaching someone to drive or in connection with motor rallies, competitions or trials
- b) Towing of any trailer or other vehicle
- c) By any person who is under the influence of alcohol or any drug or medication under the effects of which the operation of a vehicle is prohibited or not recommended
- d) In the carrying out of any crime or for any other illegal activity or purpose
- e) In an imprudent, negligent, or abusive manner or any other abnormal use of the vehicle
- f) By any person who has provided EVezy with false information or whose representations are determined to be false including, without limitation, regarding his/her name, age, or address
- g) Driving a EVezy vehicle in countries other than the United Kingdom is prohibited
- h) Carrying more of passengers than the designed seating capacity of the vehicle
- i) Carrying baggage or other items that would cause the vehicle to be overloaded;
- j) Carrying or transporting any hazardous, toxic, flammable, dangerous or illegal materials
- k) Driving while using a mobile communication device that may distract you from driving, including driving while texting, emailing, using a cell phone without a hands-free device or otherwise engaging in similar activities that may be prohibited by applicable law;
- l) Any unreasonable or inappropriate use of a EVezy vehicle, as determined by EVezy in its sole discretion
- m) Smoking is strictly prohibited in a EVezy vehicle
- n) Pets unless they are transported in locked pet carriers or are assistance / guide dogs
- o) Drivers are subject to additional charges if evidence of smoking or pets is found in EVezy vehicles
- p) If a Driver smokes or permits any other person to smoke in a EVezy vehicle, the Driver's membership may be terminated

### **Schedule 2: Operating Procedures and Obligations**

#### **Vehicle Pick-up and Return**

- a) Drivers must pick up the selected vehicle at the Designated Parking space as indicated on the EVezy app
- b) the EVezy vehicle must be returned parked, secured, clean (rubbish removed), back on charge (including checking that the vehicle says it is charging on the dashboard), and in good working order, within the Designated Parking Zone
- c) If you have not made a reservation in advance and the EVezy app shows that there are available EVezy vehicles, you may reserve a vehicle and take possession of a vehicle after confirming on the EVezy app
- d) Vehicles must be reserved via the website or the EVezy app prior to possession
- e) Prior to taking possession of a vehicle, you must do an exterior walk-around and an interior look-over.
- f) Before driving the vehicle, you must notify EVezy of any damage or abnormality encountered on the vehicle or in the operation of the vehicle
- g) you should report the following to EVezy:
  - i. any warning lights that stay on after the ignition is engaged
  - ii. indication of leaking fluids near the vehicle
  - iii. cracks or chips in the windscreen
  - iv. missing or inoperable signal or driving lighting
  - v. broken or missing rear-view mirrors
  - vi. any other condition that may render the vehicle unsafe to operate



- vii. any other damage that is not recorded in the vehicles damage log located in the vehicle (the "Damage Log")
- viii. If you observe any damage that is not reported in the Damage Log, you are required to inform EVezy of such damage prior to driving the vehicle as set out on our website
- h) If EVezy is not notified of a problem prior to taking possession of a vehicle and/or driving the vehicle, you will be deemed to be responsible for any problem with the vehicle discovered or reported after your reservation, including, without limitation, damage to the vehicle, lack of cleanliness, service drive or other applicable fees, and EVezy may suspend, or terminate membership
- i) The key fob to the vehicle and any public charging membership cards must remain in the vehicle and/or be returned to its designated position within the vehicle
- j) The vehicle must be locked using the vehicle key when it is not in use during your reservation
- k) Electric powered vehicles must be returned to the vehicle's charging station at the end of the subscription period.
- l) Where all chargers are already plugged into other cars the Driver may disconnect any fully charged vehicle to use that connection for the returned vehicle
- m) Where there are no chargers available the car may be returned without connection
- n) Using the EVezy App to lock the vehicle ends your reservation and the subscription period
- o) You must advise EVezy immediately if you fail to leave the key/fob/starting device, charging card or parking pass (if applicable) in the vehicle
- p) You will be charged the relevant rate for the vehicle until you notify EVezy in the required manner as set out on the website and EVezy reserve the right be charged a fee to replace any of the items missing from the vehicle
- q) You are responsible for all charges and costs incurred related to the EVezy vehicle for the entire period of the reservation and until you notify EVezy of the end of use

### **Stolen Vehicles and Lost Property**

- a) Stolen vehicles must be immediately reported to EVezy by phone
- b) You must check that you have not left any belongings in the EVezy vehicle
- c) EVezy makes reasonable effort to reunite lost belongings with their owner;
- d) EVezy shall not be liable for any belongings left in or stolen from a vehicle
- e) Any items found in a vehicle by EVezy will be logged and held by EVezy for a period of no less than a month
- f) Belongings not claimed within this period will be passed on to charity or disposed of at the discretion of EVezy
- g) EVezy properly maintain on vehicles
- h) Drivers must monitor performance of the vehicle and will, if service or maintenance is reasonably required, inform EVezy using 0800 030 6840
- i) the actions of a rideshare passenger may qualify the Driver for reimbursement for the rideshare operator

### **Roadside Assistance**

- a) EVezy provides Roadside Assistance support as part of our service except for driving out of permissible range, allowing a vehicle to run out of fuel or charge or any breach of terms
- b) Unusual noises or driving feel or any other problems, including but not limited to; warning lamps, indicators, inappropriate or strange engine or other mechanical sounds, performance changes or unusual driving feel, must be reported to EVezy as soon as noted by calling 0800 030 6840. Failure to report such irregularities during the use of a EVezy vehicle may result in the Driver's immediate suspension or termination of membership as well as the Driver being responsible for any damages resulting from the continued use of the



vehicle despite such irregularities. Such damages are not limited to the damage excess charge and are not covered by EVezy's insurance.

- c) All breakdowns, accidents or similar incidents involving EVezy vehicles must be reported to EVezy immediately by phone to 0800 030 6840.
- d) EVezy offers 24-hour emergency assistance for situations requiring immediate attention
- e) Please call the emergency line in the following situations:
  - i. You show up for your registration and the vehicle is not there
  - ii. Your key doesn't work or your vehicle won't start
  - iii. You are unable to park the vehicle in the correct location
  - iv. You are running late and unable to extend your reservation
  - v. The vehicle is displaying a warning light or has a mechanical issue
  - vi. You need roadside assistance, such as a flat tire or dead battery
- f) Breakdown and Roadside Assistance. When using a vehicle, you must follow the owner manual's instructions. If a problem arises that prevents or limits the use of the vehicle or that may compromise safety, you must immediately notify EVezy and follow EVezy's instructions. Failure to acknowledge warning lights or noises from the vehicle may result in fees for negligence. 24-hour emergency roadside assistance is available for emergencies with EVezy vehicles. Please notify EVezy staff of any emergencies using the emergency phone number
- g) Drivers may pay for towing, repairs, and other expenses, if authorised by a EVezy Representative (in which case these amounts will be considered Eligible Expenses reimbursable or if approved by a EVezy Representative you may charge them to EVezy's account with the applicable service vendor

## Accident and Collision

- a) In case of an accident, the Driver must complete EVezy's incident report form and obtain the following information:
  - i. Date, time, and place of accident;
  - ii. The number plates of any other vehicles involved, their make and year, their identification number (serial number), and the insurance certificate's number (with name, address and phone number of the insurance agent);
  - iii. The names, addresses, and driver's licence numbers of the persons involved in the accident;
  - iv. The name, address, and driver's licence number of the owner of the car (if he or she is not the driver);
  - v. The name, addresses, and phone number of witnesses, passengers, and any other involved persons;
  - vi. Circumstances of the accident
- b) Depending upon the severity of the accident, the Driver may also be required to fill out and obtain an official police report form, and, if possible, provide a jointly agreed-upon statement
- c) Drivers must provide to EVezy and any other claims adjustment service the findings of any report or any notice relating to a claim or a lawsuit against EVezy regarding any accident involving a EVezy vehicle
- d) Drivers agree to cooperate fully with EVezy in the investigation and defence of any such claim or lawsuit
- e) A Driver's account will be suspended until the investigation has been concluded



This agreement, made subject to the arbitration of the laws and courts of England and Wales is binding and failure to meet its terms will allow EVezy to take certain recourse which have been identified above. By signing this agreement below, all parties agree to the terms described above. Alterations to this agreement can only be made by EVezy and must be placed in writing. Both parties will receive both versions of this agreement by email.

On Behalf of EVezy (Print Name):	Driver (Print Name):
Signature:	Signature:
Date:	Date: