

Splend Rental Agreement - TERMS AND CONDITIONS:

1. The Hire

- 1.1. This Agreement is entered into between Splend and the Hirer.
- 1.2. Splend agrees to rent the Vehicle to the Hirer during the Hiring Period.
- 1.3. The Hirer agrees to accept the Vehicle and pay the Charges during the Hiring Period.
- 1.4. Nothing contained in this Agreement shall oblige Splend to exchange or substitute the Vehicle with a Substitute Vehicle during the Hiring Period.
- 1.5. In the event that Splend provides a Substitute Vehicle to the Hirer during the Hiring Period the terms and conditions contained in this Agreement shall apply to the Substitute Vehicle as if it were the Vehicle.

2. Duration

- 2.1. This Agreement shall commence on the Commencement Date and shall continue in full force and effect until the End Date upon which it shall automatically terminate.

3. Charges

- 3.1. The Hirer shall pay the One-off Membership Fee on or before the Commencement Date.
- 3.2. The Hirer shall pay the Weekly Hire Fee from the Payment Account each week on Thursday (in advance) throughout the Hiring Period. In respect of the first Weekly Hire Fee, on the Commencement Date the Hirer will pay the pro-rated amount of the Weekly Hire Fee for the then current week plus the second week up front in advance.
- 3.3. If the Hirer uses the Vehicle to drive in excess of 700 miles during the 7-day week (Monday to Sunday), the Hirer shall pay the Additional Mileage Charge.
- 3.4. Where applicable, the Hirer shall pay the Additional Mileage Charge 1 week in arrears, such payment to fall due on the Thursday following the week in which it was incurred.
- 3.5. Subject to clause 14.2, in the event of any damage to the Vehicle the Hirer shall pay the Excess Fee.
- 3.6. If the Vehicle is returned within 28 calendar days from the Commencement Date, a Cancellation Fee of £1,194.00 shall be payable by the Hirer.
- 3.7. Where applicable, the Hirer shall pay the Authorised Driver Fee.
- 3.8. The Charges do not include the cost of fuel and the Hirer shall be solely liable for the cost of fuelling the Vehicle for the duration of the Hiring Period.
- 3.9. Where any Charges are not paid when due:
 - 3.9.1. this shall be deemed a material breach of this Agreement by the Hirer;
 - 3.9.2. Splend shall be entitled to charge the Hirer the Cost Recovery Fee; and
 - 3.9.3. Splend shall be entitled to repossess the Vehicle without further notice to the Hirer.
- 3.10. Where the Hirer incurs any Fines (as defined in clause 11.1) or is in breach of clause 14.6, Splend shall charge the Hirer an Administration Fee per occurrence.

4. Payment Authorisation

- 4.1. The Hirer hereby grants Splend a continuous payment authority over the Payment Account (the "Authority").
- 4.2. Splend shall use the Authority solely to deduct any Charges incurred pursuant to this Agreement.
- 4.3. In the event that Splend uses the Authority to deduct any Charges and that request fails then the Hirer shall be obliged to pay the Cost Recovery Fee in respect of each failed payment in accordance with clause 3.9.
- 4.4. The Hirer has the right to cancel the Authority at any time by contacting its bank or Splend directly. Should the Hirer do this during the Hiring Period, it shall be in material breach of this Agreement.
- 4.5. In the event that Splend is unable to deduct any Charges using the Authority when they fall due, this shall be deemed a material breach of this Agreement by the Hirer.

5. The Hirer's Obligations

- 5.1. The Hirer must (and shall procure that the Authorised Driver must):
 - 5.1.1. use all reasonable care and skill when driving and parking the Vehicle and never drive recklessly or dangerously;

- 5.1.2. appropriately secure the Vehicle at all times when it is not in use;
 - 5.1.3. only use the Vehicle on adopted, public roads;
 - 5.1.4. maintain all necessary licences and permissions to enable them to use the Vehicle for the purpose of carrying fare-paying members of the public;
 - 5.1.5. comply with all Relevant Laws;
 - 5.1.6. ensure the Vehicle is serviced at the manufacturer's specified service intervals by an Authorised Repairer;
 - 5.1.7. keep the Vehicle in a safe and roadworthy condition at all times during the Hiring Period;
 - 5.1.8. ensure that no person interferes with any part of the Vehicle, including without limitation the engine, transmission, braking, suspension or similar;
 - 5.1.9. ensure the correct fuel is used in the Vehicle at all times during the Hiring Period;
 - 5.1.10. ensure that no person smokes inside the Vehicle; and
 - 5.1.11. install, keep installed, update and regularly use the Splend mobile application on their mobile device; and
 - 5.1.12. attend a scheduled meeting with their assigned Member Success Representative upon request.
- 5.2. The Hirer must not:
- 5.2.1. sell, offer for sale, assign, mortgage, sublet, hire or otherwise deal with the Vehicle;
 - 5.2.2. allow the Vehicle to be operated by any third party other than an Authorised Driver;
 - 5.2.3. operate the Vehicle or allow it to be operated in a race, speed test, rally or contest;
 - 5.2.4. operate the Vehicle or allow it to be operated by a driver under the influence of alcohol or drugs;
 - 5.2.5. use the Vehicle on any unsealed, broken or off-road surface;
 - 5.2.6. allow the Vehicle to be submerged in water, including crossing waterways or flooded areas;
 - 5.2.7. operate the Vehicle or allow it to operate in breach of any act, regulations, road rules, rules, or bylaws or other legislation relating to driving or for any other illegal purpose;
 - 5.2.8. operate the Vehicle or allow it to be operated for the transport of a number of passengers in excess of the number of seatbelts;
 - 5.2.9. operate the Vehicle or allow it to be operated after the termination of this Agreement;
 - 5.2.10. operate the Vehicle or allow it to be operated to tow or propel any other vehicle;
 - 5.2.11. tamper with or remove the GPS tracking device from the Vehicle or allow it to be tampered with or removed by a third party;
 - 5.2.12. operate the Vehicle or allow it to be operated outside a 200 mile radius of the Vehicle Return Location unless otherwise agreed in writing with Splend (the "**Permitted Area**") without the written permission of Splend except where the end destination of a continuous rideshare trip requires the Vehicle to operate outside the Permitted Area, after which the Vehicle must be immediately returned to operate within the Permitted Area;
 - 5.2.13. operate the Vehicle outside of the United Kingdom; and
 - 5.2.14. allow the Vehicle to be modified in any way.
- 5.3. A breach of any of the terms of this clause 5 by the Hirer shall be deemed a material breach of this Agreement.

6. Authorised Drivers

- 6.1. Should the Hirer wish to nominate an Authorised Driver at any point during the Hiring Period it should notify Splend and complete the nomination process as directed by Splend (the "**Nomination Process**"). The Authorised Driver may not drive the Vehicle until such time as Splend has confirmed that the Nomination Process has been successfully completed and the Hirer has paid the Authorised Driver Fee.
- 6.2. Splend shall have sole discretion as to the outcome of the Nomination Process.
- 6.3. No person other than the Hirer and an Authorised Driver are permitted to operate the Vehicle.
- 6.4. No more than one Authorised Driver may be specified for the Vehicle.
- 6.5. The Hirer may nominate the Authorised Driver at the commencement of the Hiring Period or at any point during the Hiring Period.
- 6.6. In order to be considered by Splend, the proposed Authorised Driver must:
 - 6.6.1. live at the same address as the Hirer;

- 6.6.2. be the Hirer's spouse or civil partner;
 - 6.6.3. be at least 25 years of age; and
 - 6.6.4. hold a full current UK driving licence (non-probationary) with no more than six penalty points on it.
- 6.7. The Hirer shall remain liable for the Authorised Drivers at all times and shall procure that the Authorised Driver complies with this Agreement as if they were the Hirer.
- 6.8. In the event that any Authorised Driver is in breach of this Agreement, the Hirer shall be liable as if were their own breach.

7. Vehicle malfunction/breakdown

- 7.1. If any warning light is activated or if the Vehicle suffers any breakdown or malfunction, the Hirer must stop driving immediately and contact either Splend or 24-hour roadside assistance.
- 7.2. In the event of breakdown or malfunction, the Hirer shall not arrange or undertake any repairs or recovery without Splend's prior approval except to the extent that repairs or recovery are immediately necessary to prevent further damage to the Vehicle or to other property or to remove the Vehicle from an unsafe location.
- 7.3. Splend shall have sole discretion as to the recovery and/or repairs required to the Vehicle and shall direct the Hirer as to the action to take accordingly (if any).
- 7.4. Where Splend authorises the Hirer to arrange for any recovery and/or repairs carried out itself the Hirer must ensure the recovery and/or repairs are carried out promptly and paid for in full.
- 7.5. Once all work is complete, the Hirer may submit evidence of payment to Splend for reimbursement.

8. Manufacturer Recall

- 8.1. In the event the Vehicle is the subject of a manufacturer's recall, Splend will notify the Hirer and the Hirer shall take the Vehicle to the manufacturer for repair as directed by Splend (the "Recall").
- 8.2. Splend will not be liable to the Hirer for any costs, expenses, loss or damages suffered by the Hirer (whether direct or indirect losses), and including but not limited to loss of earnings and loss of profits in relation to the Recall.
- 8.3. Should the Hirer fail to take the Vehicle to the manufacturer for repair as set out in clause 8.1 then the Hirer shall be deemed to be in material breach of this Agreement.

9. Accidents

- 9.1. In the event of an accident, the Hirer shall (either for itself or on behalf of an Authorised Driver):
 - 9.1.1. notify Splend by calling 0333 444 0533 and roadside assistance immediately (or as soon as is safe to do so);
 - 9.1.2. provide a written detailed statement and diagram of the accident, together with a written statement signed by all parties (if reasonably practicable);
 - 9.1.3. record full details of all parties, witnesses to and vehicles involved in the accident;
 - 9.1.4. do all things reasonably necessary to assist with the claims process;
 - 9.1.5. notify the police if required by law and obtain a copy of the police report (if applicable) and provide the same to Splend once obtained; and
 - 9.1.6. direct all communications from third party/s (including but not limited to tow truck drivers, recovery operators, insurers or repairers or the agents or representatives of those third parties), regarding the incident to Splend, except where exchange of personal details is required at the scene or in cooperating with, and reporting to, the police or other law enforcement agencies.
- 9.2. In the event of an accident, the Hirer shall not:
 - 9.2.1. make any admission of liability; or
 - 9.2.2. arrange or undertake any repairs or recovery without Splend's prior authority except to the extent that repairs or recovery are necessary to prevent further damage to the Vehicle or other property or to remove the Vehicle from an unsafe location.
- 9.3. In the event that an accident renders the Vehicle unfit to drive, Splend will not be responsible for:
 - 9.3.1. the cost of transporting the Hirer and any accompanying passengers away from the accident location; or
 - 9.3.2. any unused rental period under this Agreement.

- 9.4. The Hirer acknowledges and agrees that where the accident is the Hirer's fault Splend shall have the option to charge for all roadside assistance provided.

10. Loss or Damage Cover

- 10.1. Subject to payment of the Excess Fee within 2 business days of any accident and the provisions of this Agreement, the Hirer and any Authorised Driver shall receive cover:
- 10.1.1. in respect of any liability they might have to Splend in respect of the loss or damage to the Vehicle and its accessories and spare parts and any consequential loss or revenue or other expenses of Splend including towing and recovery costs associated with the recovery of the Vehicle and its accessories and spare parts; and
- 10.1.2. up to a cap of £20m (twenty million), in respect of any liability they might have for damage to any property (including injury to any animal) belonging to any other person and arising out of the use of the Vehicle. This indemnity does not apply to any property being transported in the Vehicle at the time of the accident.
- 10.2. The cover provided in accordance with clause 10.1 above shall not apply where:
- 10.2.1. the Vehicle is operated in breach of any term of this Agreement or is subject to any Fines (as defined below);
- 10.2.2. the Vehicle (including its accessories and spare parts) is damaged as a result of incorrect fitting or use of any accessories, including without limitation snow chains, ski/snowboard racks or bicycle racks;
- 10.2.3. the Vehicle (including its accessories and spare parts) is damaged by any item carried inside or outside the Vehicle, (including, without limitation, a bicycle);
- 10.2.4. any incident is not notified to Splend by the Hirer within 24 hours or as soon as reasonably practicable in the event of Hirer incapacitation;
- 10.2.5. cover sought is in respect of damage to the undercarriage of the Vehicle; or
- 10.2.6. the Excess Fee is not paid within 2 business days or as soon as reasonably practicable in the event of Hirer incapacitation.
- 10.3. Without prejudice to the generality of clause 10.2 above, the cover provided in clause 10.1 above shall not cover any damage to the Vehicle and/or any Third Party liability resulting from:
- 10.3.1. the Vehicle being operated in breach of any term of this Agreement;
- 10.3.2. any operator having a pre-diagnosed medical condition that precludes them from operating a vehicle; or
- 10.3.3. the Vehicle being operated in contravention of any term of the loss and damage cover.

11. Driving Fines, Offences & Road Use Charges

- 11.1. During the Hiring Period, the Hirer shall be liable for the payment of all tolls, congestion charges, fines, penalties, traffic and pollution charges and any other analogous charges or fines applicable from time to time during the Hiring Period in respect of the Vehicle (the "Fines").
- 11.2. Where Splend is notified of any Fines incurred by the Vehicle during the Hiring Period, it shall have the option to either: (i) complete the appropriate statutory documentation nominating the Hirer as the driver of the Vehicle; or (ii) pay the Fines in full and onward charge the same to the Hirer.
- 11.3. The Hirer shall pay any Fines immediately upon receipt of notification of the same.
- 11.4. If the Vehicle is impounded by the authorities, the Hirer shall remain liable for payments under this Agreement. The Hirer shall indemnify Splend for the costs (including the Repossession Fee of £500.00) of releasing the Vehicle from impoundment.
- 11.5. The Hirer will indemnify Splend against all amounts payable under this Clause 11 and all other claims, damages, expenses and losses that Splend suffers or incurs in connection with the Fines.

12. Third Party Claims

- 12.1. Splend is not responsible for pursuing any claims the Hirer may have against third parties for any damage or loss. Splend will provide copies of receipts for amounts and invoice for any amount paid to Splend by the Hirer where requested.

- 12.2. Splend does not undertake to provide repair quotes, police reports, photographs or any other information to the Hirer or credit card issuer unless required to do so by law.

13. Liability & Indemnity

- 13.1. The Hirer shall have liability for and shall indemnify Splend for all direct, indirect or consequential loss (including loss of profits, loss of business, depletion of goodwill and similar losses), claims, proceedings, damages, costs, charges and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, Splend as a result of or in connection with this Agreement.
- 13.2. Nothing in this Agreement excludes or limits Splend's liability for:
 - 13.2.1. death or personal injury caused by Splend's negligence;
 - 13.2.2. fraud or fraudulent misrepresentation;
 - 13.2.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; and/or
 - 13.2.4. any other liability which cannot be excluded or limited by law.
- 13.3. Subject to clause 13.2 above, Splend shall not be liable whether in tort (including in respect of negligence and breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of sales or business, loss of agreements or contracts, loss or anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill, damage to or loss of any personal property and any indirect or consequential loss.
- 13.4. Subject to clauses 13.2 and 13.3 above, Splend's total liability under this Agreement shall not exceed the total Weekly Hire Fee paid during the Hiring Period.
- 13.5. Except as expressly set forth in this Agreement, Splend makes no warranty of any kind, either express or implied, save for those warranties which cannot be excluded by law.

14. Return of the Vehicle

- 14.1. The Hirer shall, at or before the expiry of this Agreement, return the Vehicle (including car keys and all other accessories) to the Vehicle Return Location or such other location to which Splend may agree.
- 14.2. The Hirer must return the Vehicle in the same condition it was in at the Commencement Date, subject only to fair wear and tear as detailed in Splend's Wear and Tear Notice.
- 14.3. Should the Hirer be in breach of clause 14.2 above, then Splend shall debit the higher of the Excess Fee from the Payment Account or the reasonable cost of returning the Vehicle to the same condition as it was on the Commencement Date.
- 14.4. Subject to Splend's Wear and Tear Notice, the Hirer will be responsible for any costs associated with the repair or replacement of any damaged or excessively worn vehicle tyres.
- 14.5. If the Vehicle is returned in an excessively dirty condition that requires special cleaning or deodourising, the Hirer is solely liable for the full cost of any cleaning and/or repair and any consequent loss of use of the Vehicle.
- 14.6. The Hirer shall return the Vehicle at the end of the Hiring Period with the same amount of fuel as the Vehicle contained upon collection on the Commencement Date.

15. Termination

- 15.1. Subject to clause 15.3 below, the Hirer may terminate this Agreement for convenience at any time during the Hiring Period by giving Splend 14 calendar days written notice in advance by email to: operations.london@splend.com.
- 15.2. Subject to clause 15.3 below, Splend may terminate this Agreement for convenience at any time during the Hiring Period by giving the Hirer 14 calendar days written notice in advance by email to the email address provided by the Hirer to Splend from time to time during the Hiring Period.
- 15.3. Neither party may terminate this Agreement for convenience during the first 28 days after the Commencement Date.
- 15.4. Either party may terminate this Agreement on immediate notice if the other party is:
 - 15.4.1. in material or persistent breach of any of its terms; or
 - 15.4.2. is unable to pay its debts as they fall due.

- 15.5. Splend shall have the right to terminate this Agreement and repossess the Vehicle at any time during the Hiring Period where:
 - 15.5.1. Splend believes (in its sole discretion, acting reasonably) that the Hirer is in breach of any of the terms of this Agreement;
 - 15.5.2. the Hirer has obtained the Vehicle through fraud or misrepresentation;
 - 15.5.3. the Vehicle appears to have been abandoned;
 - 15.5.4. the Vehicle is damaged more extensively than set out in Splend's Wear and Tear Notice and has not been promptly reported to Splend;
 - 15.5.5. the Hirer or the Authorised Driver is issued an infringement notice for driving 20 miles per hour or more over the limit; or
 - 15.5.6. Splend believes (acting reasonably) that the Vehicle is endangered.
- 15.6. In the event of Splend terminating this Agreement pursuant to clause 15.4 above, the Hirer shall be liable for the costs incurred by Splend in repossessing the Vehicle and a Repossession Fee of £500.00 including VAT.

16. Data Protection

- 16.1. Splend shall comply with all relevant data protection legislation including (without limitation) the General Data Protection Regulation 2016/679.
- 16.2. Splend only processes Personal Data (as defined in the General Data Protection Regulation 2016/679) provided by the Hirer in compliance with data protection legislation and Splend's Data Privacy Notice (found on its website).
- 16.3. The Hirer acknowledges and agrees that it has reviewed Splend's Data Privacy Notice and is satisfied with why and how Splend processes their Personal Data. The Hirer acknowledges that Splend will be providing their Personal Data to third party suppliers so that Splend can administer its relationship with the Hirer successfully.
- 16.4. The Hirer, in providing the Personal Data of any of its Authorised Drivers and/or Emergency Contacts (as specified in the Contract Details), acknowledges that it does so upon having the consent from these individuals to provide their Personal Data to Splend.

17. Copy of Agreement

- 17.1. The Hirer shall ensure that:
 - 17.1.1. a copy of this Agreement is kept in the Vehicle throughout the Hiring Period;
 - 17.1.2. any Authorised Driver is aware of the terms of this Agreement; and
 - 17.1.3. a copy of this Agreement is produced without delay for inspection on demand by a law enforcement officer.

18. General

- 18.1. A person who is not one of the parties to this Agreement has no right to enforce any term of this Agreement whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 18.2. No failure or delay by Splend to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 18.3. No failure or delay by Splend in enforcing its rights against the Hirer will act as a waiver of those rights. If Splend decides to waive any such rights or any breach of any term, this waiver shall only be in respect to that specific situation and not of any later breach by the Hirer.
- 18.4. This Agreement may be varied by Splend on the giving of 28 calendar days' written notice to the Hirer.
- 18.5. If any term or any part is found by any court or other legal authority to be invalid, unenforceable or illegal, the other provisions shall remain unaffected and in full force.
- 18.6. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any previous agreements between them.
- 18.7. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

18.8. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

19. Signatures

By signing below, the Hirer confirms that the Vehicle has been delivered and accepted.

HIRER SIGNATURE:

NAME:

DATE:

SIGNED FOR AND ON BEHALF OF SPLEND LTD:

NAME:

DATE: