



Rent to Buy Agreement

Splend Ltd

and

[Hirer Name]



This Agreement is made between:

Parties

Owner	Name: Splend Ltd ("Splend") Company No: 10927498 Address: 393 Edgware Road, Cricklewood NW26LN
Hirer	Name: [Hirer Name] ("Hirer") Address: [Address] Company No (if applicable): [Insert Company No.]

This Agreement provides

1 Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires:

Additional Mileage Charge	means the amount set out in Item 7 of the Payment Schedule.
Authorised Driver	means: (i) where the Hirer is an individual, the Hirer; (ii) where the Hirer is an unincorporated partnership, a partner of the Hirer who have been notified in writing to Splend and agreed by Splend; and (iii) where the Hirer is a corporate entity, a director, an employee or agent of the Hirer who have been notified in writing to Splend and agreed by Splend.
Authorised Representative	means a current Splend employee or a third party acting as Splend's agent.
Business Day	means any day (other than a Saturday, Sunday or public holiday) on which banks are open for general business in London.
Excess Fee	means the fee specified in Item 8 of the Payment Schedule.
Experienced Driver	means a driver who is aged 25 years old or over and has held a full UK driving licence for more than 2 years.



Increased Excess Fee	means the fee specified in Item 9 of the Payment Schedule.
Inexperienced Driver	means a driver who is not an Experienced Driver.
Interim Period	means the period between the Start Date and the Monday of the week following the Start Date
Interim Permitted Mileage	means the number of miles calculated in accordance with the following formula: Permitted Mileage ÷ 7 x the number of days in the Interim Period.
Loss or Damage Cover	means the insurance provisions detailed in clause 13.
Membership Fee	means the non-refundable fee specified in Item 6 of the Payment Schedule to become a Splend member and qualify for the benefits detailed on the Splend website at www.splend.co.uk .
Membership Option	means the membership option detailed in Item 6 of the Payment Schedule detailed on the Splend website at www.splend.co.uk .
Notifiable Events	means the events detailed in clause 5.
Option to Purchase Fee	means the fee specified in Item 3 of the Payment Schedule.
Payment	means the weekly payments detailed in Item 3 of the Payment Schedule.
Permitted Mileage	means 700 miles per week (a 'week' being a calendar week commencing at 00.00 on Monday and ending at 23.59 on the following Sunday).
Splend Driver Success Program	means the risk management and safety program that Splend will use to provide coaching and training based on telematics data. Failure to comply with this program may result in the rental agreement being terminated without notice (see clause 21.4.32).
Scheduled Payment Day	means the day in each calendar week specified in Item 11 of the Payment Schedule on which the Payments and any Additional Mileage Charges will be due for payment by the Hirer.
Start Date	means the date specified in Item 1 of the Payment Schedule.
Term	means the period of hire of the Vehicle as detailed in Item 2 of the Payment Schedule

	and as may be varied pursuant to clause 8.3 and/or clause 10.
Total Loss	means if in the opinion of Splend or an insurer there is a total loss, constructive loss or arranged total loss of the Vehicle or that the Vehicle is stolen, destroyed or damaged beyond repair,
VAT	means Value Added Tax at the rate in force for the time being
Vehicle	means the vehicle described in Item 5 of the Payment Schedule (as may be replaced pursuant to clause 6.5).

1.2 Interpretation

In this Agreement and accompanying Schedules unless the context otherwise requires:

- (a) a reference to any act, legislation includes any statutory modification or re-enactment of or any legislative provision substituted for, and any subordinate legislation under that legislation or legislative provision;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a person includes a natural person, body corporate, firm, partnership, joint venture, association, unincorporated body, authority, trust, state or government;
- (d) a reference to any gender includes all genders;
- (e) a reference to a recital, clause, schedule or annexure is to a recital, clause, schedule or annexure of or to this Agreement;
- (f) a schedule or annexure forms part of this Agreement;
- (g) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, supplemented, varied or replaced from time to time;
- (h) a reference to any party to this Agreement or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (i) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (j) the words 'includes' and 'including' are not words of limitation;
- (k) headings are for convenience only and do not affect interpretation;
- (l) a reference to pounds or £ is to pounds sterling;
- (m) a reference to conduct includes any omission and any statement or undertaking, whether or not in writing;
- (n) where the Hirer comprises more than 1 person, each person shall be jointly and severally liable under this Agreement;
- (o) if the day on or by which something is required to be done or may be done is not a Business Day, that thing must be done on or by the next Business Day; and



- (p) a reference to anything (including, without limitation, any amount) is a reference to all or part of it.

1.3 Data Protection

The Hirer has the right to know how Splend will use the Hirer's personal information. It is important that the Hirer reads the "DATA PROTECTION STATEMENT" and "USE OF YOUR PERSONAL INFORMATION" notice printed after the terms of this Agreement and before the Hirer signs the Agreement.

As well as the other uses detailed in the "USE OF YOUR PERSONAL INFORMATION" notice the Hirer's personal details may be used by Splend and Splend's group of companies to send the Hirer information about Splend's similar products or services to those the Hirer have leased and purchased and which Splend consider may be of interest to the Hirer. By signing this Agreement the Hirer indicates their consent to receiving such communications. If the Hirer DOES wish to receive such communications then the Hirer should tick the following box:

The Hirer's personal details may be disclosed to fleet management companies, insurance providers and other third parties whose products or services Splend consider may be of interest to the Hirer. If the Hirer DOES wish to receive information about such products and services then the Hirer should tick the following box:

1.4 Declaration of Hirer

By signing this Agreement the Hirer confirms that:

- (i) they have read and understood the terms and conditions below;
- (ii) the information provided by the Hirer in respect of this Agreement and the Vehicle is correct;
- (iii) they have read and agreed with the DATA PROTECTION STATEMENT and USE OF YOUR PERSONAL INFORMATION sections at the end of these terms and conditions.

2 Payments and Option to Purchase

- 2.1 Subject to the Hirer paying the Membership Fee in full, Splend agrees to let and the Hirer agrees to take on hire the Vehicle for use in the Hirer's business. The Vehicle shall include all replacements, replacement parts, items fitted to the Vehicle, logbooks, handbooks, manuals, keys and service records.



- 2.2** The hiring of the Vehicle will commence on the Start Date and, unless terminated earlier in accordance with the terms of this Agreement, will continue for the Term.
- 2.3** The Hirer shall inspect the Vehicle upon delivery. Unless the Hirer notifies Splend within 5 Business Days of delivery of the Vehicle of any defect in or issue with the Vehicle, it shall be conclusively presumed that the Vehicle is in good order and condition and fit for the purpose for which it is required and in every way satisfactory to the Hirer. Where the Vehicle is satisfactory to the Hirer, the Hirer shall sign a certificate of acceptance in respect of the Vehicle if required by Splend.
- 2.4** Provided that the Hirer is not in default in the payment of any sum payable under, or otherwise in breach of any of the provisions of this Agreement, they shall be entitled to enjoy the quiet possession of the Vehicle for the Term.
- 2.5** At the expiry of the Term, subject to the Hirer complying with the terms of this Agreement, including payment of all sums due under this Agreement, the Hirer will have the option to purchase the Vehicle on the date on which the final Payment is due by paying to Splend the Option to Purchase Fee.
- 2.6** Upon the Hirer exercising its option to purchase the Vehicle from Splend in accordance with clause 2.5 and Splend receiving the Option to Purchase Fee in cleared funds, title to the Vehicle shall pass to the Hirer on the terms set out in clause 2.7, but until such time the Vehicle shall remain Splend's property.
- 2.7** Any transfer of title to the Vehicle from Splend to the Hirer pursuant to this clause 2.7 shall be on an 'as is where is' basis and all guarantees, warranties, terms, conditions and representations (express or implied) shall be excluded to the maximum extent permitted by law (save that Splend will pass good title to the Vehicle to the Hirer and that Splend has not encumbered such title).

3 Drivers

- 3.1** The Hirer warrants that they:
- 3.1.1** are eligible to work in the United Kingdom and/or any Authorised Driver of the Vehicle is eligible to work in the United Kingdom;
- 3.1.2** and/or any Authorised Driver of the Vehicle will use the Vehicle for working with on-demand/ride-sharing apps approved by Splend wholly for use in their business for the duration of the Term;

- 3.1.3 and/or any Authorised Driver of the Vehicle has a valid full UK driving licence in their name which they have held for not less than 12 months with no restrictions or bans that would result in them and/or any Authorised Driver of the Vehicle being not permitted by law to drive the Vehicle;
 - 3.1.4 and/or any Authorised Driver of the Vehicle holds a valid private hire vehicle licence in their name which has not been suspended or revoked for any reason whatsoever;
 - 3.1.5 will not permit any person who is not an Authorised Driver to drive the Vehicle;
 - 3.1.6 will not allow the Vehicle to be used for any use other than that of the business of the Hirer (subject to clause 3.1.7 below);
 - 3.1.7 will not, and will not permit the Vehicle to be used for more than 15% of the Permitted Mileage for a use other than for use in the Hirer's business;
 - 3.1.8 and/or any Authorised Driver of the Vehicle shall at all times, until the Hirer pays the Option to Purchase Fee or returns the Vehicle to Splend in accordance with clause 11.1, be insured to drive the Vehicle in accordance with clauses 13 or 14 (as applicable); and
 - 3.1.9 if they require any person who is not an Authorised Driver to drive the Vehicle, will make a written request to Splend providing the full details of that person and any other information required by Splend. If Splend agrees to any such request, the Hirer shall pay the additional driver fee of £39 per person plus VAT to be paid together with the Payments and that person will become an Authorised Driver.
- 3.2 Splend may, in its absolute discretion, withdraw its permission, by giving the Hirer 48 hours' notice, for an Authorised Driver to drive the Vehicle, whereupon (on the expiry of such notice) the Hirer agrees to not allow such person named in the relevant notice to drive the Vehicle.

4 Hirer's Obligations

- 4.1 The Hirer must not:
 - 4.1.1 sell or offer for sale, assign, mortgage, pledge, charge, underlet, lend, hire or otherwise deal with the Vehicle or any interest in the Vehicle under this Agreement to any other person nor allow the creation of any lien over the Vehicle and the Hirer shall protect the Vehicle against repossession, distress, execution or seizure



(or in Scotland, any form of diligence) and will not part with possession of the Vehicle;

- 4.1.2 operate the Vehicle or allow it to be operated in a race, speed test, rally or contest;
- 4.1.3 operate the Vehicle or allow it to be operated illegally or for any illegal purpose;
- 4.1.4 operate the Vehicle or allow it to be operated for the transport of a number of passengers in excess of the number of seatbelts;
- 4.1.5 modify the Vehicle, or allow the Vehicle to be modified, without the express permission of Splend, any such permission may be provided at Splend's sole and absolute discretion. In the event that the Hirer makes any modification to the Vehicle, Splend may request that any such modification be removed from the Vehicle whereupon the Hirer agrees to remove the modification within 10 Business Days of the Hirer's receipt of Splend's request;
- 4.1.6 use the Vehicle in any way or for any purpose that is not permitted or recommended in the Vehicle's manufacturer's guidelines;
- 4.1.7 tamper with or remove the GPS tracking device attached to the Vehicle or allow the GPS tracking device attached to the Vehicle to be tampered with or removed; and
- 4.1.8 allow the Vehicle to be maintained by any person who is not approved in writing by Splend ("**Approved Service Provider**").

4.2 The Hirer must ensure that:

- 4.2.1 the Vehicle is not driven or parked in an illegal or reckless manner;
- 4.2.2 the Vehicle is locked and secure at all times when it is not in use;
- 4.2.3 no person smokes inside the Vehicle;
- 4.2.4 for the first three months of the Term, they attend a monthly scheduled meeting with an Authorised Representative after which scheduled meetings are to be held every quarter;
- 4.2.5 the Vehicle is not driven on any unsealed surface;
- 4.2.6 they comply with all statutory and regulatory obligations in relation to the Vehicle and, at their own expense, add or install on or in the Vehicle any safety or other equipment required by any applicable law or regulation to be installed or added;

- 4.2.7 they obtain, effect and keep effective all licences and permits required in respect of the Vehicle and pays all taxes, fines and charges which may from time to time be required in connection with the Vehicle; and
- 4.2.8 the Vehicle is serviced by an Approved Service Provider at the times recommended in the Vehicle manufacturer's guidelines or after every 10,000 miles.

5 Notifiable Events

5.1 Notifiable Events

As soon as reasonably practicable after (and in any event within 24 hours of) the Hirer becoming aware, the Hirer must notify Splend of:

- 5.1.1 any change of address of the Hirer than that provided in this Agreement;
- 5.1.2 any driver of the Vehicle being convicted of driving whilst under the influence of alcohol or drugs or other driving-related offence;
- 5.1.3 the Vehicle being damaged (other than through fair wear and tear);
- 5.1.4 the occurrence of an event detailed in clause 21;
- 5.1.5 any driver of the Vehicle incurring any penalty points on their driving licence for any reason;
- 5.1.6 any driver of the Vehicle having their driving licence revoked, suspended or cancelled for any reason;
- 5.1.7 any driver of the Vehicle having their private hire vehicle licence suspended or revoked for any reason whatsoever;
- 5.1.8 any driver of the Vehicle being convicted of a criminal offence;
- 5.1.9 the Hirer, or any driver of the Vehicle, being terminated by any on-demand ride-sharing or mobility app;
- 5.1.10 any driver of the Vehicle being diagnosed with a medical condition that would render them unable to safely drive a motor vehicle;
- 5.1.11 the occurrence of any other adverse event that could result in any driver of the Vehicle being unable to drive the Vehicle and/or the Hirer being unable to pay the Payments; and

- 5.1.12 any driver of the Vehicle using the Vehicle for any use that is not predominantly associated with the business of the Hirer in accordance with clause 3.1.6 above.

6 Accidents

- 6.1** In the event of any accident involving the Vehicle, the Hirer must, as soon as reasonably practicable after (and in any event within 24 hours of) the Hirer becoming aware of the accident:
 - 6.1.1 notify Splend, (by calling 0333 444 0533 or notifying Splend via the Splend app) of the full circumstances of the accident;
 - 6.1.2 if required by law and under any insurance maintained in respect of the Vehicle, notify the police;
 - 6.1.3 whenever possible, record full details of all parties involved in, and any witnesses to, the accident, including but not limited to their full legal name, address, driver's licence number, vehicle registration, vehicle make, owner and model, telephone number, insurer and policy or claim number and take photographs of the accident site and damage to the Vehicle and any other vehicles involved in the accident if safe to do so;
 - 6.1.4 if possible, prepare a written statement of the facts signed by all parties or, if agreement cannot be reached, obtain a copy of any applicable police report; and
 - 6.1.5 follow any reasonable direction provided by Splend following the accident.
- 6.2** In the event of an accident, the Hirer shall not:
 - 6.2.1 make any admission of liability in respect of the accident without first consulting Splend;
 - 6.2.2 arrange or undertake any repairs or salvage without Splend's prior written authority except to the extent that repairs or salvage are necessary to prevent further damage to the Vehicle or to other property; and
 - 6.2.3 engage any towing service in respect of the Vehicle without express written authorisation by Splend except where required to do so by law.
- 6.3** In the event that an accident renders the Vehicle unfit to drive:

- 6.3.1 the Hirer must continue to pay the Payments, and any other sums due under this Agreement, for the entire period that the Vehicle is unfit to drive;
 - 6.3.2 if the Hirer has paid the Excess Fee to Splend, Splend will provide to the Hirer a replacement vehicle (subject to availability). Any such replacement vehicle shall be made available at a Splend branch, not the accident location; and
 - 6.3.3 Splend shall not be responsible for the cost of transporting the Hirer or any driver of the Vehicle and any accompanying passengers away from the accident location.
- 6.4** If the Hirer is covered by his/her own motor insurance policy pursuant to clause 14, the Hirer will be subject to the terms of that policy and Splend shall not be bound by clause 6.3.2 and in respect of clause 6.5. Splend will only be obligated to provide a replacement vehicle upon Splend being paid the insurance payout figure by the insurer. The Hirer will pay any settlement amount received by the Hirer under the insurance policy to Splend.
- 6.5** In the event that an accident results in the Vehicle being determined to be a Total Loss, and Splend recovers the cost of replacing the Vehicle from the insurance policy in respect of the Vehicle, Splend will replace the Vehicle with a vehicle of the same make, model and age with similar or fewer miles than the Vehicle. Any replacement vehicle shall become the Vehicle for the purpose of this Agreement.
- 6.6** Splend shall not be required to comply with clause 6.3 and 6.5 where:
- 6.6.1 the Hirer's negligence caused or contributed to the accident rendering the Vehicle unfit to drive;
 - 6.6.2 Splend believes, on reasonable grounds, that the Hirer's negligence caused or contributed to the accident rendering the Vehicle unfit to drive;
 - 6.6.3 the Hirer fails or has failed to provide full cooperation to Splend in respect of any accident including but not limited to acts or omissions which delay the claim or repair process; and
 - 6.6.4 if more than 1 Total Loss occurs during the Term.

7 Breakdowns and Impounding

- 7.1 If any warning light is activated or if the Vehicle requires mechanical attention, the driver of the Vehicle must stop driving and contact either Splend or 24 hour roadside assistance.
- 7.2 The Hirer shall not arrange or undertake any repairs or salvage without Splend's prior authority except to the extent that repairs or salvage are immediately necessary to prevent further damage to the Vehicle or to other property.
- 7.3 Approved repairs that either fall within the items in clause 18 or are under manufacturer's warranty will be paid by Splend, provided the Hirer was not responsible for the damage. All authorised repairs must be arranged and authorised by Splend.
- 7.4 If the Vehicle becomes unfit to drive due to a breakdown that was not the fault of the Hirer or any driver of the Vehicle, Splend in any case will attempt to provide the Hirer with an alternative vehicle. The replacement vehicle shall be made available at a Splend branch, not the breakdown location and will only be provided to the Hirer upon the satisfaction that any such breakdown was not the result of an accident.
- 7.5 If the Vehicle is impounded, the Hirer shall remain liable for the Payments under this Agreement and no replacement vehicle shall be provided by Splend.
- 7.6 In the event that the Vehicle is the subject of a manufacturer's recall, the Hirer must take the Vehicle to the manufacturer for repair. Splend will not be liable to the Hirer for any replacement car, reimbursements, costs, expenses or loss or damages claim (including but not limited to loss of earnings) in relation to the recall and the Hirer must continue to make the Payments, and any other sums due, under this Agreement.

8 Vehicle Hire Charges – Mileage Limitations

- 8.1 The Payments shall include use of the Vehicle for:
 - 8.1.1 the Interim Permitted Mileage for the Interim Period; and;
 - 8.1.2 upon expiry of the Interim Period, the Permitted Mileage for each subsequent week thereafter.
- 8.2 If the Hirer exceeds the Interim Permitted Mileage or the Permitted Mileage, the Hirer will pay the Additional Mileage Charge for each mile recorded as being driven in the Vehicle in excess of the Interim Permitted Mileage or the Permitted Mileage. Any applicable Additional Mileage Charge will be paid weekly (in the week

following any excess mileage recordings) on the Scheduled Payment Day.

- 8.3** Splend will keep a record of the Additional Mileage Charges paid by the Hirer ("**Additional Mileage Charge Record**"). If, over the Term, the aggregate of the Additional Mileage Charges paid by the Hirer, and recorded on the Additional Mileage Charge Record, is equal to the amount of a Payment then the Additional Mileage Charge Record will revert to zero and the Term will be reduced by 1 week. The Additional Mileage Charges will be payable throughout the whole of the Term and 1 week will deducted from the Term (up to a maximum reduction of 52 weeks (prior to any applicable Payment Holiday)) each time the aggregate of the Additional Mileage Charges paid by the Hirer, and recorded on the Additional Mileage Charge Record, is equal to the amount of a Payment (with the Additional Mileage Charge Record reverting to zero each time the Additional Mileage Charge Record reaches Additional Mileage Charges equal to the amount of a Payment).
- 8.4** The Hirer shall pay the Payments in full regardless of whether the Vehicle is used less than the Interim Permitted Mileage during the Interim Period or in the Permitted Mileage during any week after the Interim Period.

9 Payment

- 9.1** The Hirer must pay the Payments on or before the due date. Punctual payment by the Hirer of all Payments, and any other sums due under this Agreement, is a vital condition of this Agreement.
- 9.2** All Payments and other sums due under this Agreement from the Hirer to Splend shall be made without demand by credit or debit card or any other means agreed by Splend and shall be made, subject to clause 18.9 and 14.1.1, without any deduction, set-off, withholding or counterclaim. There shall not be any rebate or deferral of any payment during any period in which the Vehicle is not working, is not in the Hirer's possession, is unserviceable or unavailable for use for any reason. The payment of all sums due under this Agreement shall not be affected in any way by the loss, damage, theft, Total Loss of or any defect in the Vehicle. If the Hirer is required by law to make any deduction in respect of any payment due under this Agreement, the Hirer shall increase the payment due by an amount which, after making the required deduction, leaves Splend in the position it would have been in had the deduction not been required.
- 9.3** The Hirer shall pay to Splend VAT on any sums due under this Agreement which attract the same at the prevailing rate when such sums are due for payment.

- 9.4** All of the Payments referred to in clause 9.2 above will be taken from the Hirer's credit or debit card on the Scheduled Payment Day. The payment will cover the forthcoming calendar week. All payments are taken in advance for the following calendar week.
- 9.5** The Hirer shall pay interest on all overdue sums under this Agreement calculated on a daily basis and compounded monthly from the due date until payment (both before and after judgment) at the rate of 4% per annum over Barclays Bank Plc base rate from time to time.
- 9.6** In the event that a payment is declined/dishonoured, the Hirer will incur an administration and cost recovery fee of £19 including VAT per event.
-

10 Payment Holiday

- 10.1** The Hirer may, after 12 months from the Start Date, claim a "payment holiday" period of 4 weeks anytime during the next 12 month period and will be entitled to a further 4 weeks payment holiday on each 12 month anniversary thereafter.
- 10.2** During the "payment holiday" period, no Payments will be required to be made but the length of the payment holiday will be added to the Term.
- 10.3** The Payment to be paid upon resumption after any "payment holiday" is the next scheduled amount which was due to be paid prior to the commencement of the "payment holiday".
- 10.4** The Hirer will be liable to pay any Additional Charges incurred during any "payment holiday".
-

11 Vehicle Return Condition

- 11.1** Upon termination of this Agreement for whatever reason or where the Hirer does not exercise the option to purchase under clause 2.5 above, the Hirer shall at his own expense return the Vehicle to a location in the United Kingdom notified to the Hirer by Splend (together with all logbooks, manuals, keys and each accessory that was provided with the Vehicle when the Hirer took delivery of it). The Vehicle shall be returned in good repair and working order and commensurate with the performance by the Hirer of its obligations under this Agreement (fair wear and tear excepted). The Hirer accepts that failure to do so will result in Splend being authorised to direct debit the reasonable costs incurred by Splend in locating and recovering the Vehicle and in carrying out any



works or modifications required to cause the Vehicle to conform with the provisions of this clause 11.

11.2 In the event that the Hirer does not return the Vehicle to Splend in accordance with clause 11.1 above upon the expiry or termination of this Agreement, the Hirer shall grant Splend or its agents access to any premises where the Vehicle may be for the purpose of removing it and shall reimburse Splend any costs it incurs in doing so.

11.3 The Hirer agrees that an Authorised Representative may carry out monthly checks on the condition and performance of the Vehicle.

12 Hirer's Liability for Damage and Cleaning

12.1 Except to the extent such damage is covered by the Loss or Damage Cover, the Hirer shall be liable for any damage irrespective of fault.

12.2 If the Vehicle is returned in a condition that requires cleaning or de-odorising, the Hirer is liable for the full cost of this cleaning or repair and any consequent loss of use of the Vehicle.

13 Insurance

13.1 Insurance provided by Splend

13.1.1 At Splend's absolute discretion, motor insurance for the Vehicle may be included in the Payments.

13.1.2 If Splend include motor insurance in the Payments then the Hirer shall be covered for Loss or Damage Cover, which includes the following cover:

13.1.2.1 loss of or damage to the Vehicle and its accessories and spare parts and any other expenses including towing and salvage costs associated with the recovery of the Vehicle and its accessories and spare parts; and

13.1.2.2 third party liability up to a maximum of £2,500,000.

13.2 Exclusions The insurance provided in accordance with clause 13.1 shall not cover any damage to the Vehicle and/or third party liability resulting from:

13.2.1 an accident or event where the driver of the Vehicle is found to be under the influence of alcohol (being a blood alcohol level greater than that which is permitted under UK law from time to

time) or any drug that affects his or her ability to drive the Vehicle;

13.2.2 smoking in the Vehicle;

13.2.3 the Vehicle being used illegally (other than a road traffic offence which does not automatically result in the driving licence of the relevant driver of the Vehicle being revoked or suspended) or in committing an illegal act;

13.2.4 cover sought is in respect of damage to the undercarriage of the Vehicle;

13.2.5 the Vehicle being in an unsafe or unroadworthy condition that the Hirer ought to have been reasonably aware of;

13.2.6 any driver of the Vehicle acting in a way that is in contravention of clauses 4.1 or 4.2;

13.2.7 the Vehicle being driven by a person that is not an Authorised Driver;

13.2.8 the Vehicle being driven off-road;

13.2.9 the submersion of the Vehicle or it being driven through any body of water;

13.2.10 the Vehicle being driven after termination of this Agreement for any reason;

13.2.11 the Vehicle being driven above the climatic snow line as it varies on a seasonal basis;

13.2.12 the Vehicle being driven after the expiry of the Term and where the Hirer has not paid the Option to Purchase Fee;

13.2.13 any item carried outside the Vehicle, such as a surfboard, roof box or bicycle;

13.2.14 any driver of the Vehicle being asleep whilst in control of the Vehicle;

13.2.15 any driver having a pre-diagnosed medical condition that precludes them from driving a motor vehicle; and

13.2.16 the Vehicle being otherwise driven in contravention of the insurance policy covering the Vehicle.

13.3 The insurance provided in accordance with clause 13.1 shall also not cover any damage to the Vehicle and/or third party liability where the Agreement has terminated for any reason, or where the Term has expired

and the Hirer has not paid the Option to Purchase Fee, or the Hirer has made a materially false disclosure to Splend or the insurer of the Vehicle, or not disclosed any required information. If Splend include motor insurance in the Payments then any changes in the motor insurance premium will be passed on to the Hirer by Splend giving 4 weeks' written notice to the Hirer and Splend will reduce or increase the Payments accordingly. Pursuant to clause 14.1.1, if motor insurance is taken out by the Hirer, the Payments will not include the Excess Fee.

13.4 Actions which may reduce the Hirer's Cover The insurance coverage set out in clause 13.1 above shall be reduced to the extent that Splend suffers prejudice as a result of the act or omission of the Hirer (such prejudice may be so significant as to reduce the cover to zero) where:

13.4.1 any exclusion set out in clause 13.2 hereof would apply but for the fact it is found to be unenforceable or unlawful;

13.4.2 the Hirer fails to record and provide to Splend within 24 hours of an event which gives rise to a right of the Hirer to seek cover under the Loss and Damage Cover ("**Insured Event**"), full known details in respect of all parties involved in the circumstances giving rise to the Insured Event including but not limited to their full legal name, address, driver's licence number, vehicle registration, vehicle make and model, telephone number, insurer and policy or claim number, along with details of any independent witnesses to the accident and photos of the accident site and damaged Vehicles if safe to capture;

13.4.3 the Hirer fails to pay the Excess Fee within 48 hours of the occurrence of the Insured Event;

13.4.4 the Hirer fails to notify Splend of any Notifiable Event within 24 hours of the Notifiable Event occurring;

13.4.5 the Hirer engages, unless required to do so by law, a tow service without the express written approval of Splend; and

13.4.6 the Hirer fails to provide all co-operation reasonably required to permit Splend to assess a claim and pursue and recover any monies owing in respect of a claim including but not limited to provision of written evidence, diagrams and statement and attendance at Court as a witness should such attendance be required.

14 Hirer Insuring

14.1.1 At Splend's absolute discretion, Splend may not include motor insurance in respect of the Vehicle in accordance with clause 13.1 and require the Hirer to insure the Vehicle in accordance with clauses 14.1.2 to 14.1.3. If Splend do this at any time during



the Term then they will notify the Hirer and reduce the Payments by the amounts payable for the insurance (the amounts of which shall notified to the Hirer at the relevant time). The Hirer must continue to pay the Payments (less the amounts payable for insurance) in the event that Splend cancels any insurance included in the Payments.

14.1.2 If Splend notifies the Hirer that they must obtain their own motor insurance, the Hirer shall at all times during the Term insure the Vehicle (in the joint names of the Hirer and Splend and, expect in relation to third party claims, with Splend named as sole loss payee) without restriction against:

14.1.2.1 all risks of loss or damage for its full replacement value; and

14.1.2.2 third party liability for such amount as Splend may require from time to time, or in the absence of any stipulation, for the amount which is prudent in all circumstances.

14.1.3 If clause 14.1.2 shall apply, the Hirer shall punctually pay all premiums due for the insurance required, and, at the request of Splend, produce to Splend the related policy or policies together with evidence of payment of the premiums. If the Hirer fails to do so, Splend may (but is under no obligation to do so) pay the relevant premium or effect the insurance required and the Hirer shall reimburse Splend on demand for the cost of doing so.

15 Excess Fee

15.1 In the event of a claim against the Loss and Damage Cover in respect of an Insured Event, the Excess Fee (in the case of an Experienced Driver) or Increased Excess Fee (in the case of an Inexperienced Driver) is payable in respect of each and every individual claim made pursuant to the Loss and Damage Cover.

15.2 The Increased Excess Fee shall be reduced to the Excess Fee where:

15.2.1 the Hirer is an Experienced Driver;

15.2.2 the Hirer has installed a dashcam and provided Dashcam Footage to Splend within 48 hours of the occurrence of the Insured Event; and

15.2.3 the Hirer has downloaded and has reported the Insured Event using the Splend App.

16 Fuel

- 16.1** The Hirer is responsible for the cost of fuel used during the Term.
- 16.2** Upon return, surrender or repossession of the Vehicle, the Vehicle must be returned with the correct fuel (whether diesel or petrol of the appropriate octane rating) for the Vehicle at the same level as at the time of collection of the Vehicle. If the Vehicle is not returned with the same level of fuel in the tank the Hirer shall be charged the cost of the missing fuel plus the relevant charge specified in schedule B.
- 16.3** The Hirer will ensure the correct fuel is used for the Vehicle, whether diesel or petrol of the appropriate octane rating. The Hirer is liable for the full cost of repairing any damage caused by the use of incorrect fuel plus the charges shown in schedule B.
-

17 Fines or Taxes

- 17.1** The Hirer is responsible for paying all fines and taxes in respect of the Vehicle. In the event that Splend receives a request to pay a fine and/or any tax in respect of the Vehicle, Splend will charge the Hirer an administration fee as shown in schedule B and the amount of the fine and/or tax.
- 17.2** In the event that Splend receives notice of a speeding, parking or other traffic infringement relating to the period the Vehicle, Splend will notify the relevant authorities that the Hirer was the driver of the Vehicle and Splend will charge the Hirer an administration fee for doing so.
-

18 Maintenance Inclusions and Roadside Assistance

- 18.1** During the Term, Splend will be responsible for the cost of providing the following program of maintenance and parts during the Term:
- 18.1.1 Scheduled Interval Servicing – in accordance with the manufacturer's service interval guidelines.
- 18.1.2 replacement parts in accordance with the manufacturer's guidelines subject to a maximum of:
- 18.1.2.1 10 replacement tyres - tyres will be replaced as a result of fair wear and tear when the tread depth is below 2mm. Excess tyre wear and damaged tyres are the responsibility of the hirer



18.1.2.2 4 replacement sets of front brake pads;

18.1.2.3 2 replacement sets of front brake discs;

18.1.2.4 1 replacement windscreen wiper blade;

18.2 The brand and type of all replacement parts will be at the absolute discretion of Splend but will not void manufacturer's warranty.

18.3 The Vehicle is covered by the manufacturer's warranty. Any repairs, rectification outside of the items in 18.1 and not covered by this warranty will be the express responsibility of the Hirer. For the avoidance of doubt, if the Vehicle has mechanical failures which are not covered by the manufacturer's warranty, the cost to repair the Vehicle to manufacturer's standards will be at the cost of the Hirer.

18.4 Any further maintenance over and above these requirements during the duration of the Agreement will be at the cost of the Hirer. This further maintenance must be performed by a mechanic approved by Splend in writing.

18.5 In the event that the allocated items above are not consumed, no credit will be provided to the Hirer.

18.6 It is the Hirer's responsibility to periodically check engine oil, water, tyre and other vital levels.

- 18.7** It is the Hirer's responsibility to pay for any replacement keys to the Vehicle. An administration fee will also be charged to the Hirer by Splend if replacement keys are required, in addition to the actual cost of the replacement keys, as shown in schedule B.
- 18.8** Splend will provide the Hirer with roadside assistance during the Term. The specific roadside assistance benefits can be found in the onboarding pack provided by Splend to the Hirer.
- 18.9** The cost of the provision of the maintenance and services provided by Splend as detailed in this clause 18 is included within the Payments. In the event that, for whatever reason, Splend does not perform the maintenance and services ("**Maintenance Default**"), the Hirer shall notify Splend of the Maintenance Default. If Splend does not remedy the Maintenance Default within 30 days of such notification then the Hirer shall be entitled to cancel Splend's provision of the maintenance and services under this Agreement. In the event of such cancellation the Hirer shall be entitled to cease paying the maintenance and services element of the Payments (the amount of the maintenance and services element to be notified to the Hirer at the relevant time in respect of any future Payments).
- 18.10** The Hirer agrees that ceasing to pay the maintenance and services element of the Payments detailed in clause 18.9 is their sole remedy in respect of a cancellation of the maintenance and services provided by Splend. The Hirer shall not be entitled to cancel this Agreement in the event of a Maintenance Default.
- 18.11** Splend shall be entitled to apply increases to the Payments to take account of any increase in the Retail Price Index and/or any increase in any costs of the provision of the maintenance and services (including labour costs) at any time during the Term upon Splend giving the Hirer 4 weeks' written notice.

19 Removal of Vehicle from the United Kingdom

- 19.1** The Hirer must not remove the Vehicle, and ensure that the Vehicle is not removed from, the United Kingdom.

20 Liability, Indemnity and Release of Splend

- 20.1** The Hirer shall be responsible for choosing the Vehicle and making sure that it is fit and suitable for its purpose. Splend is not a dealer or expert in vehicles and gives no advice or assurances about the Vehicle or its quality or suitability. The Vehicle is acquired by Splend



at the request of the Hirer solely for the purpose of hiring the Vehicle to the Hirer.

- 20.2** Splend agrees upon request, and at the cost and expense of the Hirer to assign to the Hirer the benefit of all express warranties granted in favour of Splend by the supplier of the Vehicle, the manufacturer of the Vehicle or any third party to the extent that Splend is entitled to do so.
- 20.3** The Vehicle is not hired or supplied to the Hirer with any representation, warranty, condition or undertaking (whether express or implied) concerning the condition, performance, quality, hiring, possession, state, transportation, suitability, use or fitness for purpose of the Vehicle or subject to any term, representation, warranty, condition or undertaking expressed to be implied by statute, common law or otherwise and all such term, representations, warranties, conditions and undertakings are excluded to the full extent permitted by law.
- 20.4** Splend gives no warranties that the Vehicle does not or that the Hirer's use of the Vehicle will not infringe any patents, trademarks, registered designs, copyrights or intellectual property rights owned or possessed by any third party and Splend shall not be liable to the Hirer for any loss suffered by the Hirer in any way as a result of any such infringement.
- 20.5** The Hirer represents and warrants that it has obtained from the supplier or manufacturer of the Vehicle all representations, warranties and guarantees it requires in relation to the Vehicle (save as to title) including but not limited to its quality, fitness for purpose and description.
- 20.6** Nothing in this Agreement shall exclude or limit the liability of Splend in relation to fraudulent misrepresentation or any death or personal injury arising from the negligence of Splend or its employees.
- 20.7** The Hirer shall indemnify Splend and keep Splend indemnified on demand against all losses, charges, damages, legal expenses (on a full indemnity basis), proceedings, judgements and liabilities directly or indirectly incurred by Splend:
- 20.7.1 by reason of any failure or alleged failure by the Hirer to comply with any of its obligations under this Agreement;
- 20.7.2 by reason of any loss, injury or damage suffered by any person in connection with the design, manufacture, testing, delivery, possession, hiring, transportation, maintenance, ownership, condition, insurance, use, operation, removal, return, sale or disposal of Vehicle or any defect of the Vehicle;

20.7.3 in respect of all loss or damage to the Vehicle (insofar as Splend shall not be reimbursed for the same out of any proceeds of insurance in respect of the Vehicle) occurring at any time before the Vehicle is redelivered to or recovered by Splend regardless of the cause of the loss or damage; and

20.7.4 in respect of the affixation or removal of the Vehicle to or from the land or buildings at which it may be located.

20.8 The Hirer acknowledges that Splend relies on the truth of the Hirer's representations in this Agreement.

21 Termination

21.1 Providing the Hirer has not breached any term of this Agreement, the Hirer may terminate the hiring of the Vehicle under this Agreement early on the terms below:

21.1.1 if the Hirer opts for Membership Option [•] then they may terminate this Agreement on a date no earlier than [•] weeks (**Option [•] Minimum Period**) after the Start Date and by providing Splend with no less than [•] weeks' written notice to terminate; or

21.1.2 if the Hirer opts for Membership Option [•] then they may terminate this Agreement on a date no earlier than [•] weeks (**Option [•] Minimum Period**) after the Start Date and by providing Splend with no less than [•] weeks' written notice to terminate.

21.2 Upon the expiry of the notice served in accordance with either clause 21.1.1 or 21.1.2 (as applicable) the Hirer must:

21.2.1 return the Vehicle to Splend, and pay to Splend any sums payable, in accordance with clause 11; and

21.2.2 pay any outstanding Payments owing to Splend that should have been paid during the Option [•] Minimum Period.

21.3 If the Hirer opts to terminate the Agreement early in accordance with clause 21.1 but does not return the Vehicle to Splend in accordance with clause 21.2.1 or pay to Splend any sums due in accordance with clauses 21.2.1 and/or 21.2.2 then Splend may terminate this Agreement in accordance with clause 21.4.

21.4 Splend may terminate the hiring of the Vehicle under this Agreement if any of the following events occur:



- 21.4.1 the Hirer fails to pay any Payment or other sum due under this Agreement to Splend by its due date;
- 21.4.2 Hirer fails to comply with or breaches any other provision of this Agreement and, where such breach is capable of remedy, fails to remedy the same within 10 Business Days of a notice from Splend requiring its remedy;
- 21.4.3 the Hirer fails to pay any sum due under or breaches the terms of any other agreement in force between it and Splend or any member of Splend's group or any loan, lease, debt or security agreement in force between it and any other party;
- 21.4.4 the Hirer does or allows to be done any act or thing that may prejudice or endanger Splend's property or rights in the Vehicle;
- 21.4.5 the Hirer is unable to pay its debts as they fall due;
- 21.4.6 the Hirer has a bankruptcy order made against them (or in Scotland be sequestrated or become apparently insolvent);
- 21.4.7 the Hirer dies;
- 21.4.8 the Hirer is liquidated or wound up or has a petition for winding up presented against it or passes a resolution for voluntary winding up (otherwise than in the course of a reconstruction approved by Splend);
- 21.4.9 any steps are taken to appoint an administrator or administrative receiver over the Hirer or to appoint a receiver over any of the Hirer's assets;
- 21.4.10 the Hirer convenes any meeting of all or any of its creditors or makes a deed of assignment or arrangement or otherwise compounds with all or any of its creditors;
- 21.4.11 any step is taken to levy distress or execution or any distress or execution is levied or threatened to be levied upon the goods of or in possession of the Hirer (or in Scotland any form of diligence is done or threatened by a third party affecting the Vehicle);
- 21.4.12 there is any change in the control, ownership or shareholding of the Hirer any holding company of the Hirer from that existing at the date of this Agreement;
- 21.4.13 the Hirer, being a partnership, is dissolved or proceedings for its dissolution are commenced;



- 21.4.14 the Hirer makes any misrepresentation or knowingly provides any false information to Splend in respect of this Agreement;
- 21.4.15 the Vehicle is abandoned;
- 21.4.16 the Vehicle is damaged and not repaired within 4 weeks from the date the Vehicle was damaged or a period of time as agreed by Splend in writing;
- 21.4.17 the Hirer does not service the Vehicle at the times recommended by the manufacturer of the Vehicle or after every 10,000 miles, whichever is the sooner;
- 21.4.18 any driver of the Vehicle is found guilty of driving the Vehicle illegally (including under the influence of alcohol or drugs);
- 21.4.19 any driver of the Vehicle has their private hire vehicle licence suspended or revoked for any reason whatsoever;
- 21.4.20 any driver of the Vehicle drives the Vehicle in a dangerous or reckless manner;
- 21.4.21 any driver does or omits to do anything which results in the Vehicle's insurance policy being invalidated, cancelled or revoked for any reason;
- 21.4.22 any driver behaves in such a manner as to bring Splend into disrepute;
- 21.4.23 the Vehicle is driven outside the United Kingdom mainland;
- 21.4.24 the Hirer or any driver Hirer violates any ride-sharing platform driver policies;
- 21.4.25 the Hirer fails to notify Splend of a Notifiable Event within 3 Business Days of it becoming aware the Notifiable Event;
- 21.4.26 the Hirer fails to attend two or more meetings with an Authorised Representative in accordance with clause 4.2.4 above;
- 21.4.27 the Hirer fails make available the Vehicle for any inspection required by law;
- 21.4.28 the Hirer or any driver uses the Vehicle for any use that is not predominantly associated with the business of the Hirer in accordance with clause 3.1.6 above;



- 21.4.29 there is, in the opinion of Splend, a material adverse change in the financial position or business of the Hirer;
- 21.4.30 the Hirer has three or more accidents;
- 21.4.31 the GPS tracking and/or telematics device attached to the Vehicle is tampered with or removed;
- 21.4.32 the Hirer fails to comply with the requirements of any of the Splend Driver Success Program;
- 21.4.33 the Vehicle is a Total Loss;
- 21.4.34 any driver of the Vehicle incurs, after the Start Date, penalty points on their driving licence that results in the driver having a total of six points or more on their driving licence; and
- 21.4.35 the Hirer fails to insure the Vehicle, or keep the Vehicle insured, if required by Splend to insure the Vehicle pursuant to clause 14.

21.5 Immediately upon termination of the hiring of the Vehicle under clause 21.4, the Hirer shall pay to Splend:

- 21.5.1 all arrears of Payments and other sums due under this Agreement; plus
- 21.5.2 a sum equal to all the Payments (less any amounts payable for insurance of the Vehicle in accordance with clause 13 and any amounts payable for the maintenance and services detailed in clause 18) which would have been payable (in the absence of early termination) during the remainder of the Term (less a discount for early payment on each such Payments at the rate of 3% per annum from the date of termination to the date the Payments would have been due); plus
- 21.5.3 all costs, expenses and losses incurred by Splend in liquidating, or redeploying the proceeds of any funding or other financial arrangement it has in place for the purposes of funding Splend's investment in the Vehicle; plus
- 21.5.4 damages for any breach of this Agreement and any costs incurred by Splend in retaking possession of and selling or attempting to sell the Vehicle and enforcing its rights under the Agreement and in restoring the Vehicle to the condition required by this Agreement; plus
- 21.5.5 the Option to Purchase Fee; less

21.5.6 the net proceeds of sale of the Vehicle (which shall be an amount equal to the proceeds of sale of the Vehicle received by Splend (excluding any VAT) less Splend's expenses in connection with the recovery, possession, insurance, storing and sale of the Vehicle).

21.6 In the event of such termination listed in clause 21.4, Splend's consent to the Hirer's possession of the Vehicle shall determine immediately and the Hirer must return the Vehicle to Splend in accordance with clause 11.1.

21.7 Subject to fair wear and tear, the Hirer will be responsible for any costs associated with the repair or replacement of any damaged or excessively worn vehicle tyres.

21.8 The termination of the hire of the Vehicle under this clause shall be without prejudice to the other rights of Splend under this Agreement or otherwise.

22 Charges

22.1 Upon the occurrence of any of the Events specified in Schedule B, the Hirer shall pay to Splend the relevant charges in Schedule B.

22.2 Splend shall be entitled to increase any charges under this Agreement to reflect any increase in its administration costs at any time during the Term upon Splend giving the Hirer 4 weeks' written notice.

23 Personal injury, personal property and storage of property

23.1 To the maximum extent permitted by law, Splend does not accept any liability for:

23.1.1 Personal injuries sustained during the Term;

23.1.2 Damage or loss of the Hirer's personal property;

23.1.3 Property belonging to any other person which is carried in the Vehicle.

23.2 In the event that the Hirer or any other person leaves any property with Splend for any reason then this is entirely at that person's own risk and Splend, to the maximum extent permitted by law, will not accept any liability for damage or loss for any reason whatsoever.

24 Claims against Third Parties

- 24.1** Splend is not responsible for any claims the Hirer may have against third parties for any damage or loss including the Hirer's liability under this Agreement. Splend will at all times cooperate with the reasonable requests of its insurer.
- 24.2** Splend will provide an invoice for any amount paid to Splend by the Hirer. Splend does not undertake to provide repair quotes, police reports, photographs or any other information to the Hirer or any other party unless required to do so by law.
- 24.3** In the event that the Hirer believes that their credit card issuer will cover the Hirer's liability or any other amount due under the terms of this agreement, the Hirer will pay the sum directly to Splend and Splend will provide an invoice for the sum paid. 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.

25 Recovery of Costs

- 25.1** In the event of breach of this Agreement by the Hirer, Splend may recover all costs and other amounts incurred in recovering sums owing under this Agreement. Such costs may include but are not limited to costs reflecting time spent by Splend's employees or officers recovering monies owing, costs incurred by Splend in engaging third party debt collectors to recover monies owing or repossess the Vehicle, other debt collection costs, legal costs, Court fees and any associated liquidation or administration fees.
- 25.2** Any legal costs incurred by Splend in connection with or as a result of breach of this Agreement may be recovered on an indemnity basis, alternatively, if that is not permissible, on a special basis.

26 Credit Card Authorisation

- 26.1** The Hirer agrees that Splend may charge the Hirer's credit or debit card for any/all fees and charges set out in this Agreement.

27 General

27.1 Third Party Rights



The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and nothing in this Agreement confers or purports to confer on any third party any benefit or right to enforce any term of this Agreement. Nothing in this clause 27.1 shall restrict the rights of any assignee of Splend's rights under this Agreement or successor of Splend.

27.2 No Merger

The rights and obligations of the parties:

27.2.1 will not merge on completion of any transaction under this Agreement; and

27.2.2 survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any transaction contemplated by this Agreement.

27.3 No Waiver

Any delay or failure of Splend to exercise any right or remedy shall not constitute a waiver of it or them and any of Splend's rights or remedies may be enforced separately or concurrently with any other right or remedy now or in the future accruing to Splend to the effect that such rights are cumulative and not exclusive of each other.

27.4 Entire Agreement

This Agreement constitutes the entire understanding and agreement between the parties with respect to its subject matter.

27.5 Amendment

This Agreement may not be amended except in writing executed by the parties.

27.6 Assignment

Splend shall be entitled to assign or transfer all or any of its rights under this Agreement without the consent of the Hirer. The Hirer shall not assign, transfer, hold on trust or otherwise dispose of any of its rights and/or obligations under this Agreement.

27.7 Relationship

Nothing in this Agreement creates a relationship of joint venture, partnership or employee and employer between the parties.

27.8 Severability Clause

In the event that any provision or portion of this agreement shall be determined to be invalid or unenforceable for any reason, in whole or in



part, the remaining provisions of the Agreement shall be unaffected thereby and shall remain in force and effect to the fullest extent permitted by law.

27.9 Governing Law

This Agreement (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed with the laws of England and the parties submit to the exclusive jurisdiction of the courts of England to settle any disputes (including any non-contractual disputes) arising out of or in connection with it.

DATA PROTECTION STATEMENT

What personal data do we collect from you and how do we use it?

We may collect certain personal data which (either on its own or when combined with other information we hold about you) allows us to identify you as an individual and which is about you. You can see details of the types of personal data that we may collect about you in our full privacy policy.

We will generally collect your personal data directly from you, or via third parties such as brokers or intermediaries. However, we may also collect data from and/or combine your personal data with information from other sources such as Credit Reference Agencies or fraud prevention agencies, and publicly available sources such as social media and Companies House. You can see details of such sources in our full privacy policy.

What do we do with your data and who might we share it with?

We process your data to provide you with the product or service you are using, in accordance with this Agreement, or to take steps to enter into a contract in respect of a product or service you have requested. We may also use your personal data to comply with our legal obligations, such as detecting and monitoring fraud and other financial crime, and complying with our regulatory obligations.

Some of our processing your personal data is done on the basis that it is necessary for our legitimate interests in running an effective and efficient organisation, including administration, records keeping, improving our products and services and for marketing research and developing statistics as well as some profiling and automated decision making. We also process your personal data for matters of substantial public interest, such as protecting vulnerable customers or detecting and preventing fraud.

These activities may include sharing your personal data with third party service suppliers including but not limited to payment service providers and insurance providers. Other uses of personal data will be to ensure that we can meet our legal and any regulatory obligations (including the regulator's expectations) such as



meeting audit requirements. We share your information within the Splend group of companies and our contracted third parties who either provide a service to us or you.

We may also from time to time, ask you for your consent for other purposes, which we will explain to you at the relevant time. Much of what we do with your personal data is not based on your consent and is instead based on other legal grounds. However, for processing that is based on your consent, you have the right to revoke such consent at any time.

More information about why we use your personal data, who we share it with and how and when we you can withdraw your consent can be found in our full privacy policy.

Individuals you have financial links with.

We may also collect personal information about others who you have a financial link with. This may include people who you have joint accounts or policies with such as your partner/spouse, dependents, beneficiaries, guarantors or people you have commercial links to, for example beneficial owners, directors, shareholders, employees and officers of your company (if applicable).

USE OF YOUR PERSONAL INFORMATION

What are your rights over your personal data?

You have a number of rights in relation to your personal data. You can find more information in our full privacy policy or by contacting us if you wish to exercise any of the following rights:

- (i) to request access to your personal data and to obtain information about how we process it;
- (ii) to object to the processing of your personal data;
- (iii) to restrict processing of your personal data;
- (iv) to have your personal data erased;
- (v) to have your personal data corrected if it is inaccurate and to have incomplete data completed;
- (vi) to move, copy or transfer your personal data; and
- (vii) rights in relation to automated decision making including profiling.

The right to complain to the Information Commissioner's Office www.ico.org.uk who regulate the processing of personal data in the UK.

Marketing

We will keep you informed about our products and services similar to those you already have, although you can opt out of receiving this at any time by contacting us at hello-uk@splend.com.



**Annexure 1 – DECLARATION FOR EXEMPTION RELATING TO BUSINESSES
(ARTICLES 60C AND 60O OF THE FINANCIAL SERVICES AND MARKETS ACT
2000 (REGULATED ACTIVITIES) ORDER 2001**

- I am/We are* entering this agreement wholly or predominantly for the purposes of a business carried on by me/us or intended to be carried on by me/us.
- I/We* understand that I/We* will not have the benefit of the protection and remedies that would be available to me/us* under the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974 if this agreement were a regulated agreement under those Acts.
- I/We* understand that this declaration does not affect the powers of the court to make an order under section 140B of the Consumer Credit Act 1974 in relation to a credit agreement where it determines that the relationship between the lender and the borrower is unfair to the borrower.
- I am/We are aware that, if I am/we are in any doubts as to the consequences of the agreement not being regulated by the Financial Services and Markets Act 2000 or the Consumer Credit Act 1974, then I/we* should seek independent legal advice.

*Delete as appropriate

Signed by

[•]

Authorised Signatory
