

1. Interpretation

- 1.1 **Definitions:** In these Conditions, the following applies:
- "Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in England are open for business;
- "CDW" means collision damage waiver;
- "COI" means the Customer's own insurance in relation to vehicles rented;
- "Conditions" means these terms and conditions as amended from time to time in accordance with condition 27;
- "Contract" means the contract between Nexus and the Customer for the supply of the Services in accordance with these Conditions;
- "Customer" means the person, firm or entity that purchases Services from Nexus;
- "Data Protection Legislation" means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of Personal Data to which a party is subject, including the Data Protection Act 2018 and EC Directive 95/46/EC (up to and including 24 May 2018) and the General Data Protection Regulations (on and from 25 May 2018) or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of Personal Data; and (b) any code of practice or guidance published by the Information Commissioners Office from time to time;
- "Early Starts" means unless otherwise specified by Nexus or the relevant Rental Company, deliveries of rental vehicles to the Customer before 8am;
- "Force Majeure" means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or action taken by a government or public authority and collapse of buildings, fire, explosion or accident;
- "Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
- "Nexus" means Nexus Vehicle Management Limited (Company No. 03833617) of Nexus House, 141 Richardshaw Lane, Pudsey, Leeds, LS28 6AA;
- "Order" means the Customer's order for the Services submitted in accordance with these Conditions;
- "Out of Hours Delivery/Collection" means delivery and/or collection of a rental vehicle to or from the specified location outside of normal operating hours;
- "Rental Agreement" means the terms and conditions supplied by the relevant Rental Company relating to the rental of a vehicle;
- "Rental Company" means Nexus' third party supplier of the rental vehicle detailed in the Order;
- "Services" means the services supplied by Nexus to the Customer related to the supply of rental vehicles in accordance with these Conditions; and
- "Tariff" means the Customer's tariff setting out the car groups available to the Customer for rental and the agreed fees and charges payable by the Customer in relation to the provision of the Services and rental vehicles.
- "Working Hours" means 8am to 6pm, Monday to Friday (excluding bank holidays in England).
- 1.2 **Construction:** In these Conditions, the following rules apply:

- i. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- ii. a reference to a party includes its personal representatives, successors or permitted assigns;
- iii. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and
- iv. any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. Reservations

- i. Orders are made by the Customer and confirmed by car group as detailed in the Tariff; in meeting the Customer's requirement Nexus may supply any model within each group or at Nexus' sole discretion provide an upgraded model from a higher vehicle group at no extra cost. The description of the vehicles supplied in the Tariff is a generalisation of the type of vehicle that can be supplied in this category. The Customer shall not be entitled to refuse a vehicle due to personal preference of make/model unless that make/model falls outside the vehicle group requested. Failure to accept delivery of a suitable vehicle may result in the Customer

incurring abortive delivery costs as detailed in the Tariff. The vehicle will be supplied by the Rental Company but the Customer agrees all dealings including payment, reservations, cancellations and notifications of any changes must be made with Nexus directly. Should amendments be made directly with the Rental Company, the Customer may incur additional charges detailed in the Tariff.

- i. The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions. The Customer shall ensure that the terms of the Order are complete and accurate.
- ii. All Orders may be made either online via Nexus' IRIS system, verbally, by letter, facsimile or email, however, an Order will not be accepted by Nexus until an email confirmation is sent by Nexus to the Customer at which point and on which date the relevant Contract shall come into existence. For the avoidance of doubt, on occasion, an acknowledgement email will be sent by Nexus to the Customer upon receipt of the booking, this does not constitute an agreement or confirmation of the booking.
- iv. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Nexus which is not set out in the Contract.
- v. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- vi. Delivery and collection Orders or requests require a minimum of 2 working hours' notice on all vehicles, subject to availability and location.
- vii. The Customer is required to inform Nexus in each Order of the precise time, delivery and collection location for the relevant vehicle, which must be within mainland UK. Non-mainland UK or International Orders will be priced on submission of the Order and may be subject to additional terms and conditions, which will be communicated in the relevant Rental Company's branch Rental Agreement when the vehicle is delivered / collected.
- viii. For Early Starts and weekend deliveries, the Rental Company may pre-deliver the vehicle to the specified location. This is to allow convenience to both parties and to comply with the Rental Company's branch opening hours. In the event of a pre-delivery, the Customer will be responsible for the vehicle from the point of delivery to the specified location.
- ix. For vehicle rentals which commence or terminate outside of the relevant Rental Company's standard operating hours, the Customer will be charged the Out of Hours charge as specified in the Tariff.
- x. A minimum of 2 working hours' notice is required for Orders to be cancelled. If less notice is given and the delivery is already in progress the Customer will be charged an abortive delivery charge as specified in the Tariff and one day's rental charges, including delivery and collection charges as also specified in the Tariff.
- xi. In the case of a vehicle rental starting at an airport, full flight details must be provided to Nexus at the time of Order. If a flight number is not given, the vehicle may be released if the flight is delayed and a no-show fee as specified in the Tariff charged if the vehicle has not been collected by the specified time. Where keys are to be left at an arranged pick up point outside of the relevant Rental Company's normal operating hours, Nexus will not be held responsible to the Customer for any costs or losses incurred by the Customer, e.g. taxi costs, should the keys not be available and the hire fail to commence, due to reasons other than service failure by Nexus.
- xii. A rental day is defined as a 24-hour period from the rental start date and time. A grace period of 29 minutes will be allowed at the end of the rental for delivery of the vehicle to the agreed location. If the rental period exceeds this grace period, the Customer shall incur a full rental day(s) charge for each rental day in excess of the agreed date and time for delivery of the rental vehicle to the agreed location.
- xiii. For vehicle rentals where COI applies, the Customer is responsible for the rental vehicle from the time of rental delivery to the Customer until the time of collection by the Rental Company at the end of the rental.
- xiv. Vehicle rentals will be billed at the applicable rate for the actual rental duration, not the duration stipulated at the time of submitting the Order, i.e. if a vehicle is hired on the basis of a 90-day rental, but off-hired on 27 days, the rate applicable to a 27 day rental duration will apply.
- xv. For the avoidance of doubt Long Term rates will only apply when the original booking is for the minimum Long Term hire duration or longer, e.g. over 90 days.
- xvi. Nexus will use reasonable skill and care in relation to the provision of the Services to the Customer.
- xvii. Bank holiday, Christmas, Easter and specific event ("Holiday") procedures, including delivery and collection notice periods, may differ from those specified in these Conditions. These Holiday procedures will be communicated to the Customer in advance of any forthcoming Holiday. In the event that Nexus needs to arrange a vehicle changeover, this will be arranged at the convenience of the Customer wherever possible. Should the Customer's driver refuse to accept the changeover into an equivalent vehicle, the additional charges specified in the Tariff may be charged to the Customer.
- xviii. If Nexus' performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):
 - a) Nexus shall, without limiting its other rights or remedies,

have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Nexus' performance of any of its obligations;

- b) Nexus shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Nexus' failure or delay to perform any of its obligations; and
 - c) the Customer shall reimburse Nexus on written demand for any costs or losses sustained or incurred by Nexus arising directly or indirectly from the Customer Default.
- xx. If any employees, consultants and other representatives of the Customer order Services from Nexus, the Customer hereby acknowledges and agrees that it shall be vicariously liable for, and shall keep Nexus' indemnified against, any and all liabilities, damages, losses, charges and expenses incurred by Nexus arising out of or in connection with any acts, omissions and/or negligence of such employees, consultants and representatives relating to such Services.

3. Termination of Vehicle Rental

The Customer must inform Nexus of the address, date and time for the termination of the vehicle hire, either online via Nexus' IRIS system, verbally, by facsimile or email at the time the Customer submits the Order. Any change to the termination address, date or time must be given to Nexus a minimum of 3 working hours prior to the original termination date of the vehicle rental. In the event that this does not occur Nexus will be entitled to levy additional charges (as detailed in the Tariff).

- i. The Customer must not, under any circumstances, terminate the hire vehicle directly with the Rental Company. Any additional charges that are incurred by Nexus as a result of this will be the responsibility of the Customer.
- ii. Failure to notify Nexus of any changes to a rental will result in the payment by the Customer of any additional charges including rental day(s), delivery/collection charges, fuel, AdBlue and abortive costs as detailed in the Tariff.
- iii. Vehicles must not be parked illegally by the Customer for collection. Any charges incurred as the result of a vehicle being parked illegally will be borne by the Customer. This will also incur an administration fee at the agreed rate set out in the Tariff.
- iv. Nexus must be informed immediately if a vehicle is left on a parking meter for collection at the end of the vehicle rental. Payment of 6 working hours after the agreed time of delivery of a vehicle at the end of the vehicle rental must be made on the relevant parking meter in order to avoid the excess charges set out in the Tariff being levied to the Customer.
- v. Vehicles returned to airports at the end of the vehicle rental are to be returned to the appropriate Rental Company's site. Any vehicles left in an airport car park or not returned to the appropriate location will be subject to any additional days' rental costs, collection, towing and/or parking charges, until the vehicle is collected or recovered to the appropriate Rental Company's supplying branch, which will be the Customer's responsibility.
- vi. Keys must be readily available to the Rental Company at the time of collection at the end of the vehicle rental. The abortive collection charge set out in the Tariff and, where applicable, rental charges will be levied, if the vehicle and/or keys are not available at the prearranged collection point as agreed between the parties. In the event of keys being locked within the vehicle or keys going missing as a result of the Customer's acts or omissions, costs incurred will be recharged to the Customer. Keys must not be left on/around/in the vehicle at any time. Where possible, keys should be left with a nominated party (e.g. neighbour) to ensure security of the vehicle collection.
- vii. Nexus key location/ off hire procedure may vary from those specified in these Conditions and the Customer must comply with the relevant procedure stipulated by Nexus. Any additional costs incurred due to failure to adhere to the arranged collection procedure will be the responsibility of the Customer.
- ix. Where COI has been requested by the Customer and agreed to by Nexus, the Customer is responsible for the safe keeping and must, unless otherwise agreed with Nexus, insure the rental vehicle until it is collected.
- x. If an extension to a hire period is required the Customer must inform Nexus a minimum of 3 working hours prior to the original time for termination of the vehicle rental to avoid payment of the abortive collection charges set out in the Tariff being levied to the Customer.
- xi. In the event that mileage is being incurred in excess of the agreed mileage allowances, as determined by Nexus or the relevant Rental Company in their sole discretion, Nexus reserves the right to terminate the relevant vehicle rental by giving the Customer 24 hours' notice. For the avoidance of doubt, mileage allowances vary according to vehicle type.
- xii. For the avoidance of doubt, the Customer is liable for all valid damage costs, including end-user damage, regardless of insurance company pay out.
- xiii. It is the Customer's responsibility to ensure that their insurance policy covers the value of the vehicle.

4. Damage to a Vehicle

- i. Any vehicles that are supplied to the Customer must be checked by the Customer for damage. If any damage is found the Customer must report the damage to Nexus and mark any such damage on the vehicle inspection report by
 - a) within 2 hours of the agreed start time or
 - b) before the vehicle is driven by the Customer, depending on which of these occurs earliest. Photographs should be taken and the facility provided by Nexus to use the same where available. If reporting damage the Customer should contact: Nexus

Damage Department - Tel: 0871 984 1943 or email: damage@nexusrental.co.uk. If no damage is reported then it is accepted by the Customer that the car is not damaged.

- i. Nexus will endeavour to notify the Customer of any new damage claims within seven working days of the vehicle being collected by Nexus.
- ii. In the event of any damage to a vehicle caused or contributed to by the Customer, a third-party claim may be sent to the Customer at any time. In the event that Nexus receive any third-party claims, the correspondence will be sent to the Customer to deal with. The Customer must respond to all third-party correspondence directly and promptly. If the Customer does not respond within 7 days, they accept and agree that Nexus can share their details, including insurance cover, to any claimant to ensure the correct details are included within any subsequent proceedings. The Customer shall indemnify Nexus and keep it fully indemnified against any and all liabilities, costs, expenses, damages and losses suffered or incurred by Nexus arising out of or in connection with such third-party claims.
- iv. When Nexus informs the Customer of a damage claim to a rental vehicle, the damage claim will be reviewed by Nexus and if deemed to be correct and chargeable an invoice will be raised for the relevant amount in addition to the administration charge set out in the Tariff, to include a Damage Claim Pack (as defined in condition 4(vi) below). Nexus will use reasonable endeavours to supply the Damage Claim Pack within 60 working days of termination of the relevant vehicle rental. Once the Damage Claim Pack and invoice has been supplied, the Customer must confirm acceptance of the claim within 14 working days. Failure to confirm acceptance, or to give a valid reason for disputing the damage claim, within this timeframe will be deemed as confirmation that the Customer agrees with the charges.
- v. If a damage claim is disputed by the Customer, Nexus will place the claim on hold whilst the Rental Company looks into the dispute. The Customer must provide such evidence as requested by Nexus in relation to the dispute. Disputes advising that the driver did not check the vehicle prior to driving, or on collection, will not be accepted.
- vi. In the event of vehicle damage, Nexus shall use reasonable endeavours to provide the following documentation to the Customer within 60 working days of termination of the relevant vehicle rental:
 - Rental Agreement, where applicable
 - Vehicle Condition Report, where applicable
 - Estimate of costs to repair the damages
 - Images, where available
 - Nexus invoice for the damages and any applicable loss of use charges specified in the Tariff and/or levied by the Rental Company
 - Vehicle condition reports will not be provided for mid-hire damage (collectively, the "Damage Claim Pack").
- vii. The invoice for damage repairs will be sent electronically to the Customer's nominated email address. VAT will be added where applicable. The damage invoice must be settled by the Customer within 30 days of receipt.
- viii. Nexus reserves the right to charge the Customer and the Customer agrees to pay any loss of use charges specified in the Tariff and/or levied by the Rental Company in the event of damage to a rental vehicle. In such cases, the Customer may also be charged at the full daily rate for any loss of income up to a maximum of 30 days' rental charges, in line with BVRLA guidelines.
- ix. Where a rental vehicle is damaged beyond repair, Nexus will use reasonable endeavours to notify the Customer within 10 days of being notified by the Rental Company that the vehicle is beyond repair and will supply the Customer with a vehicle valuation based on the CAP guide which the Customer agrees to pay upon receipt of an invoice for the relevant amount.
- x. Whenever a vehicle is involved in an accident, the Customer must not under any circumstances allow their Insurers to remove it. This, at Nexus' sole discretion, may lead to further costs and hire days until the vehicle, irrespective of state, is back with the Supplier. These costs would include recovery and release charges.
- xi. An administration fee as set out in the Tariff will be applied to all damage invoices raised.
- xii. The Customer agrees and acknowledges that the Supplier and/or their agents may enter their land, property, location and grounds in order to deliver, collect, repair or service the vehicle and will not be subject to any trespass issues or actions whatsoever.
- xiii. The Customer is responsible for ensuring servicing is kept up to date and for providing regular mileage updates.
- xiv. It is the Customer's responsibility to ensure that any vehicle warning lights and/or messages are reported immediately to seek advice as to whether the vehicle can be driven further, any non-adherence to this clause may lead to the costs of repair being borne by the Customer.
- xv. If the Customer has a vehicle stolen whilst in their possession, a crime number must be obtained from the police, the vehicle will remain on hire until this is provided to Nexus.

5. Insurance Options and Conditions

i. Subject to the agreement of Nexus, rentals may be covered by COI which exempts Nexus and the Rental Company from all responsibility arising from the operation of the vehicle during rental. The Customer is obliged to provide Nexus with a copy of their current insurance certificate and ensure that their drivers have access to insurance details at all times. The Customer warrants that it will:

- a) Only allow drivers that are covered under the COI to use the relevant vehicle;

- b) Only rent vehicles that are covered under the COI; and
- c) Ensure that all rental vehicles are covered under a comprehensive insurance policy, where COI applies.

- i. The Customer shall indemnify Nexus and keep it fully indemnified against any and all liabilities, costs, expenses, damages and losses suffered or incurred by Nexus in the event that the COI policy lapses, has been terminated, or is invalidated for any reason.
- ii. The Customer may purchase optional CDW insurance. If the Customer purchases CDW, they will only be responsible for the policy excess in the event of any damage to, or loss of, the hire vehicle whilst it is in their possession. The amount of the policy excess payable will be stated on the Tariff and may vary depending on the relevant vehicle type.
- iii. In the event of loss of, or damage to, a vehicle covered by the COI, regardless of fault, the Customer must continue to pay Nexus the full daily hire rate until the vehicle, or its equivalent, is available to the Rental Company in the condition in which it was supplied.
- iv. Where the Customer has declined CDW, the Customer will be fully responsible for any loss of, or damage to, the vehicle, regardless of fault, and must continue to pay Nexus the daily hire rate until the vehicle, or its equivalent, is available to the Rental Company in the condition in which it was supplied.
- v. Vehicles must not, under any conditions, be driven outside the contracted rental period. Any vehicle so driven will not be insured and will be driven illegally, thereby rendering the driver liable for prosecution.

6. Driver Qualifications Required for CDW Insurance

- i. The Customer acknowledges and agrees the minimum age requirement for rental drivers in the UK is 25 years for non-prestige, non-specialist vehicles. If the Customer requires the use of rental drivers aged 21 or over, but under 25, such drivers will be considered by Nexus on a case by case basis and additional terms must be agreed in writing with Nexus prior to that individual driving the rental vehicle. For the avoidance of doubt, the use of drivers aged 21 or over, but under 25, may be refused by Nexus in its sole discretion. Prestige and specialist vehicles will be considered on a case by case basis.
- ii. The Customer shall ensure all of its drivers using rental vehicles have held a full driving license for at least one year.
- iii. Any driver holding convictions and/or endorsements will be considered by Nexus on an individual basis. Details of any convictions or endorsements of the driver must be given to Nexus by the Customer when making the Order.

7. Fuel / Excess Mileage / AdBlue

- i. Unless otherwise agreed in writing by Nexus, where vehicles are provided with a full tank of fuel and AdBlue, less that used during delivery to the Customer, the Customer shall return the vehicles with a full tank of fuel and AdBlue to the agreed collection location at the termination of the vehicle rental. The Customer is required to return the vehicle with a full tank of fuel and AdBlue and any difference, including the fuel and AdBlue used during the collection, will be charged to the Customer at the fuel rate specified in the Tariff in addition to the daily hire charge.
- ii. In the event of a long-term hire, i.e. a hire of over 27 rental days, both fuel and excess mileage may be billed to the Customer during the hire period, e.g. in the event a vehicle is changed over during the hire period.
- iii. Rentals with a duration in excess of 27 days will be subject to agreed mileage allowances for 28-day periods. All miles driven in addition to the agreed limit are subject to an excess mileage charge, as detailed within the Tariff. Such excess mileage charges which may be incurred will be raised as soon as Nexus becomes aware that the agreed mileage limit has been exceeded. Excess mileage charges are subject to the payment terms detailed within the Tariff and are as per all standard rental charges.
- iv. Should a driver significantly exceed the agreed mileage limit, as determined by Nexus or the relevant Rental Company in their sole discretion, Nexus will be entitled to terminate the rental or change the driver into another vehicle from the same vehicle category on providing the Customer with 24 hours' notice.

8. Penalty Charge Notices & Clean Air Zones

Parking charges, speeding and other fines, including those for non-compliance with Clean Air Zones, incurred during the rental period will be the Customer's responsibility. Where delivery of a rental is requested within a Clean Air Zone, Nexus will endeavour to deliver a compliant vehicle. Notwithstanding the commercially reasonable endeavours in place from Nexus, the Customer acknowledges that it is their sole responsibility to ensure compliance with the Clean Air Zone regulations in place at that particular time. If the Customer does not pay these, such charges will be billed by Nexus to the Customer, including any increases for late payment, together with the administration fee(s) noted in the Tariff. This does not affect the Customer's rights under BPA rules, www.britishparking.co.uk/Code-of-Practice-and-Compliance-Monitoring.

9. Congestion Charges

- i. The Customer is liable to pay all charges if responsible for moving the vehicle into a charge zone, except where a vehicle is delivered into a congestion charge zone. In this case, Nexus will charge the Customer the standard fee as charged by Transport for London ("TfL").
- ii. Pre-Delivery & Collection Charges: where delivery of a rental vehicle is requested within a charge zone on a weekday prior to 09:30 Nexus reserves the right to pre-deliver on the previous day. In this case Nexus will add a charge for the day of delivery onto the invoice. The driver will be responsible for charge payment on each day of the rental. If the off-hire

address is within a charge zone, a charge will be made for the day of termination of the rental, irrespective of whether or not the vehicle has moved within the charge zone.

- iii. Delivery & Collection Charges: where deliveries are made within a charge zone on the day of rental, Nexus will levy a charge for that day and the driver of the rental vehicle will then be responsible for paying the charges every other day that the vehicle moves within the charge zone. A charge will be made for the day of termination of the rental, irrespective of whether or not the vehicle has moved within the zone.
- iv. Late Collection Charges: where collection within a charge zone is requested and termination is notified after 16.00, Nexus may be unable to collect the vehicle until the next working day. In such circumstances, Nexus will add a charge for the day of collection to the rental invoice.
- v. Payment Process:
 - a) Payment must be made to TfL by no later than midnight of the day following travel into the zone.
 - b) If payment is not made by midnight the following day a Penalty Charge Notice ("PCN") is issued by TfL and will be sent to the registered owner of the vehicle. These charges may be subject to change by TfL and any applicable charges will be charged to the Customer by Nexus, plus the administration charge as per the Tariff.

10. Invoicing / Payment Terms

- i. Nexus operates an approved credit account facility on payment terms strictly 30 days from date of invoice. Unless otherwise set out in these Conditions, rental invoices, damage-related invoices and all other sums due to Nexus by the Customer are subject to the same payment terms.
- ii. If there is a discrepancy with any invoice Nexus must be informed, with any supporting documentation, within 7 working days of receipt of the invoice. All disputes received after this period are deemed not valid and must be cleared for payment.
- iii. Most major credit cards are accepted (please check at the time of the booking). Credit card bookings are subject to a 5% charge on the total bill. Please note charges may be applied to the card at a later date for rental days and sundries not charged at the commencement of the rental.
- iv. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by Nexus to the Customer, the Customer shall pay to Nexus such additional amounts in respect of VAT as are chargeable at the same time as payment is due.
- v. If, at any time, the Customer owes Nexus any sums, Nexus will be entitled, without notice, to set-off, at any time and from time to time, any such sums against any monies which Nexus owes to the Customer under the Contract and/or any other agreements or arrangements whatsoever.
- vi. Without affecting any other right or remedy available to them, Nexus may terminate the contract with immediate effect by giving written notice to the other party if their financial position deteriorates to such an extent that in Nexus' opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- vii. Further to the right in clause 10vi above, if the Customer's credit rating deteriorates Nexus also, at their sole discretion, have the right to insist upon payment being made by direct debit at regular intervals of their choice. If this cannot be agreed with the Customer Nexus have the right to terminate this agreement with immediate effect.
- viii. In the event of late payment of any sums due to Nexus under the Contract, Nexus reserves the right to charge interest on overdue sums at the rate of 8% per annum above the base rate charged for the time being by Lloyds TSB Bank Plc. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Additionally, any costs incurred by Nexus in the pursuit of any outstanding monies owed, including but not limited to legal fees, will be added to the debt balance. The Customer shall pay the interest together with the overdue amount and any costs incurred.

11. Rate Review

- i. The rates set out in the tariff are based on the profile usage provided by the Customer. Should the Customer's rental profile deviate from the contractually agreed profile, Nexus reserves the right, with at least 30 days' notice to review the Customer's current rate/tariff.
- ii. The rates set out in the tariff are valid for a maximum 12 months. Nexus will submit a revised proposal for each 12-month period, at least 30 days prior to each anniversary.
- iii. If Nexus and the Customer fail to agree on the revised rates on or before any such anniversary, the contracted rate shall rise by a minimum of the prevailing retail prices index until such agreement is made.
- iv. For long term rentals commencing prior to the anniversary date and extending over the anniversary date, the rate prevailing at commencement of the rental will apply up to a maximum of 28 days, after which the agreed revised rate (or, if none, the revised rate proposed by Nexus) will apply.
- v. If legislative or taxation changes occur between annual reviews and place a materially unfair burden on Nexus, Nexus may pass these on to the Customer with 30 days' written notice.
- vi. If there are circumstances beyond Nexus' control which materially increases Nexus' costs, Nexus shall be entitled to modify its rates and discounts by giving 30 days' written notice to the Customer.
- vii. The tariff and rates have been provided on the basis that Nexus has been appointed to supply the Customer's vehicle rental requirements covered by this Agreement for the

duration thereof to the exclusion of all other such suppliers. Notwithstanding any other term of this Agreement, Nexus may revise the tariff and rates (to be effective on 30 days' notice in writing) if at any time during this Agreement:

- It appears that Nexus are not the sole supplier of vehicle rental requirements; or
- The costs of supply increase by more than 5% in a 12-month period and it is beyond the direct control of Nexus.

12. Vehicle Breakdown

All rental vehicles are supplied with 24-hour breakdown assistance within the UK in accordance with the policy located in the vehicle.

13. Accidents

- i. In the event of an accident, the Customer must ensure that the driver completes an accident report form, and informs the police and Nexus, as soon as possible.
- ii. Repair work required to the vehicle following an accident must not be carried out on a vehicle without the prior written consent of Nexus.

14. Driving Outside the UK

Nexus must be informed if the Customer wishes to take a vehicle out of the UK, as documentation must be issued and quotes obtained. It is the Customer's responsibility to ensure all documents are issued and the vehicle is covered by breakdown assistance for outside of the UK. In the event that the Customer wishes to take a vehicle out of the UK additional charges will be incurred by the Customer. If the Customer wishes to take a Nexus vehicle overseas then the Customer must obtain authorisation from Nexus and provide at least 48 hours' notice.

15. Termination of these Terms & Conditions

- i. Nexus reserves the right to revise, or terminate, the Customer's rates and Tariff, and/or these Conditions, and any Orders entered into, by giving no less than 30 days written notice at any time.
- ii. By opening an account with Nexus, the Customer agrees to the Conditions applicable at the time of rental.
- iii. Without limiting its other rights and remedies, either party may terminate the Contract by written notice, in the event the other party:
 - a) is in breach of its obligations and (if such breach is remediable) does not remedy such breach within 30 days of being notified in writing to do so; or
 - b) (being an individual) is the subject of a bankruptcy petition or order; or
 - c) makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors; or
 - d) convenes a meeting of creditors, whether formal or informal; or
 - e) enters into liquidation, whether voluntary or compulsory, except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation; or
 - f) has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof; or
 - g) documents are filed with the court for the appointment of an administrator of such party or notice of intention to appoint an administrator is given by such party or such party directors or by a qualifying floating charge holder, as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986; or
 - h) a resolution is passed or a petition presented to any court for the winding-up of such party for the granting of an administration order in respect of such party; or
 - i) any proceedings are commenced relating to the insolvency or possible insolvency of such party; or
 - j) such party suffers any equivalent or similar event to those set out in conditions 15(iii)(b) to 15(iii)(i) in any jurisdiction.
- iv. Without limiting its other rights or remedies, Nexus may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 7 days after being notified in writing to do so.
- v. Nexus may at any time on written notice terminate the Contract or Order immediately if the Customer's ownership or control is materially changed to a new owner who (at the sole discretion of Nexus) is a direct competitor of Nexus.
- vi. On termination of the Contract for any reason:
 - a) The Customer shall immediately pay to Nexus all of Nexus' outstanding invoices and interest and, in respect of Services supplied and/or any other amounts due under the Contract but for which no invoice has been submitted, Nexus shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - b) The Customer shall immediately pay Nexus any excess mileage, damage fees and/or collection fees outstanding;
 - c) The accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
 - d) clauses which expressly or by implication survive termination shall continue in full force and effect.

16. Data Protection

- vi. Nexus will take all appropriate steps to comply with Data Protection Legislation. Nexus is committed to providing high quality, secure Services and will take all appropriate steps to protect Personal Data through regular supplier reviews and compliance audits.
- ix. Nexus and the Customer acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller & Nexus is Data Processor of any Personal Data.
- x. Nexus will immediately and no later than within 24 hours

report any breach of the Data Protection Legislation to the Customer (where the breach relates specifically to Customer Personal Data).

- xi. The Customer has the right to audit Customer Personal Data processed by Nexus and/or its suppliers during the term of any agreement on reasonable notice during business hours.
- xii. Nexus agrees to procure that its suppliers will comply with its obligations set out in the Nexus *GDPR & Data Protection Compliance Statement* which can be accessed via Nexus' website: www.nexusrental.co.uk.
- xiii. Nexus will only collect, hold and process necessary non-sensitive Personal Data required for contract performance. The Customer recognises the need for Nexus to process Personal Data in order to deliver the Services and acknowledges that Nexus will be entitled to share this information securely with Rental Companies in order to fulfil this Contract.
- xiv. The Customer hereby accepts that Nexus may contact the Customer to provide Service delivery updates and contract notices.
- xv. The Customer acknowledges that Nexus may hold Personal Data following Contract termination. This data will be stored securely and will be destroyed at the appropriate time in accordance with Nexus' *GDPR & Data Protection Compliance Statement*.
- xvi. The Customer acknowledges that vehicle tracking technology may be installed in the vehicle and may be used for tracking the location, speed or other incidents relating to the vehicle. The Customer shall obtain consent from all drivers in respect of the use of such information.
- xvii. The Customer confirms that it will comply with all obligations imposed on it in the Nexus Compliance Statement and will indemnify and keep indemnified Nexus in relation to all losses, liabilities, costs, expenses, damages, fines and or claims experienced by Nexus as a result of the Customer not acquiring the necessary consents and permissions that it is required to obtain from any data subjects (in connection with the use of Nexus' rental services) and/or breach of the Customer's obligations as a Data Controller under the Legislation.
- xviii. You agree that if you break the terms of this agreement we can pass your personal information to credit-reference agencies, debt collectors, the police or any other relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), which can share your personal information with its members to prevent crime and protect their assets, as allowed under the Data Protection Act.

17. Intellectual Property Rights

All Intellectual Property Rights in the Services (including without limitation any documentation and software supplied by Nexus for use in connection with provision of the Services) remain the property of Nexus.

18. Confidentiality

The Customer shall keep in strict confidence all confidential and/or proprietary information disclosed to the Customer by Nexus, its employees, agents or subcontractors. The Customer shall only disclose such confidential and/or proprietary information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Customer's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this condition as though they were a party to the Contract. This condition 18 shall survive termination of the Contract.

19. Publicity

The parties agree that either party may issue press releases concerning the existence of the Contract, provided that the other party has given its prior approval in writing. Notwithstanding the foregoing, the Customer agrees that Nexus may identify it as a Nexus customer in marketing Nexus' services.

20. Liability

- i. This condition 20 sets out the entire financial liability of Nexus (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of: any breach of these Conditions and/or any Order; any use made by the Customer of the Services in whole or in part; and any representation, statement or tortious act or omission (including negligence) arising under, or in connection with, these Conditions and/or any Order.
- ii. Except as expressly set out in these Conditions, all warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law, excluded from these Conditions.
- iii. Nothing in these terms and conditions limits or excludes the liability of Nexus for: death or personal injury resulting from negligence; or for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by Nexus.
- iv. The Supplier shall have no liability in relation to any fraudulent bookings by a third party or where, for example, an individual or an organisation purports to be authorised by the Customer and obtain services from the Supplier.
- v. Subject to condition 20(iii) above:
 - a) Nexus will not under any circumstances whatsoever be liable for: loss of profits; or loss of business; or depletion of goodwill and/or similar losses; or loss of anticipated savings; or loss of goods; or loss of contract; or loss of use; or loss or corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
 - b) Nexus' total liability in contract, tort, including negligence, breach of statutory duty, misrepresentation, or otherwise, shall be limited to the greater of the total charges payable

by the Customer to Nexus in respect of the Services under the Contract to which the liability relates or to £5000.

- vi. This condition 20 shall survive termination of the Contract.

21. Governing Law and Jurisdiction

The Contract and any Orders, and any dispute or claim arising out of or in connection with the Contract or its subject matter or formation, shall be governed by, and construed in accordance with, English law and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

22. Third Party Rights

A person who is not a party to these Conditions has no right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

23. Waiver

The waiver, by either party, of a breach or default of any of the provisions of these Conditions by the other party is only effective if it is in writing and shall not be construed as a waiver of any succeeding breach or default of the same. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

24. Force Majeure

Neither party shall be liable for any failure to perform, or delay in performing, any of its obligations (other than payment and indemnity obligations) if, and to the extent that, the failure or delay is caused by any acts, events, omissions or accidents beyond its reasonable control ("Force Majeure") and the time for performance of the obligation, the performance of which is affected by such Force Majeure, shall be extended accordingly.

25. Assignment and Other Dealing

- i. Nexus may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- ii. The Customer shall not, without the prior written consent of Nexus, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

26. Notices

- i. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this condition, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, or commercial courier.
- ii. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in condition 26(i); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; and if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- iii. The provisions of this condition shall not apply to the service of any proceedings or other documents in any legal action.

27. Severance

- i. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of the Contract.
- ii. If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

28. Variation

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing by Nexus.

This Agreement is made up of the aforementioned Terms and Conditions, the Tariff and, if applicable, the Service Level Agreement and the Customer hereby agrees to be bound by these terms, subject to clause 15ii. Nexus reserves the right to amend the Terms and Conditions from time to time to reflect industry standards. This Agreement is based upon Nexus being used as sole provider for all short-term rental to the Customer. This Agreement is based upon Nexus being offered first refusal on 100% of rental requests.