

Gocations Limited Self Drive Vehicle Hire Terms & Conditions

This Agreement is entered into between Gocations Limited as listed on the Order Form (“**We**” or “**Us**”) and the customer identified in the signature block in the Order Form (“**You**”). The Effective Date of this Agreement shall be the Effective Date in the Order Form. The parties agree to the following:

1. DEFINITIONS.

“**Additional Charges**” any charges other than the Hire Charges levied by for the duration of the Hire Period.

“**Business Day**” a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

“**Business Hours**” 09:00 hrs to 17:30 hrs on a Business Day.

“**Customer Data**”: any data and information that You or Your users provides, generates, transfers or makes available to Us under the Agreement, whether printed, electronic, or in some other format.

“**Deposit Amount**” the non-refundable amount You shall pay us to secure the booking for the Hire Period as specified by Us.

“**Data Protection Legislation**”: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

“**Hire Charges**”: Charges levied by Us for the hire of the Vehicle for the duration of the Hire Period which includes the Deposit Amount.

“**Hire End Date**”: the date You return the Vehicle to Us.

“**Hire End Time**” the time You return the Vehicle to Us on the Hire End Date.

“**Hire Period**”: the duration of hire period specified on the Order Form.

“**Hire Start Date**”: the date You collect the Vehicle from Us.

“**Hire Start Time**”: the time You collect the Vehicle from Us on the Hire Start Date.

“**Insured Drivers**” the individuals named as individuals authorised to drive the Vehicle.

“**Retainer Amount**” the amount You will be required to pay Us prior to the collect of the Vehicle which shall be used by Us to set off any charges, costs and/or expenses You incur in relation to the Vehicle during the Hire Period

“**Services**” provision of the Vehicle to You on a self-drive hire basis and related services.

“**UK Data Protection Legislation**”: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

“**Vehicle**”: The make, model, colour, vehicle identification number (VIN) and registration number of the vehicle specified on the Order Form

“**Vehicle Inspection**” Inspection of the Vehicle for any damage by You and Us when collecting the vehicle from Us and returning the Vehicle to Us.

2. PURPOSE AND SCOPE.

2.1. Agreement and Order Form This Agreement establishes the general terms and conditions to which the parties have agreed in order to facilitate the provision of the Vehicle on a self drive hire basis. All references to the “**Agreement**” shall include this Agreement and Order Form executed by You.

2.1. Incorporation of Order Form. “*Order Form*” means the document(s), regardless of actual name, executed by the parties which incorporates by reference the terms of this agreement, and describes order-specific information, such as description of services ordered, fees and any additional terms and conditions.

2.2. Your Obligations: You hereby agree to and to ensure that the Insured Drivers (1) drive the Vehicle with great care and skill (2) use the Vehicle with great care and ensure that the Vehicle is parked in a safe location at all times. (3) obey road rules and relevant terms and conditions at all times (4) Keep the Vehicle in a clean and tidy condition at all times (5) Collect and return the Vehicle on the dates and times as specified on the Order Form (6) not let any driver who is not an Insured Driver to drive the Vehicle (7) promptly inform Us should the Vehicle not perform as intended or any warning lights light up on the dash of the Vehicle.(8) Ensure that We receive cleared funds of the Deposit Amount, Retainer Amount and the Hire Charges no less than 48 hours prior to the collection of the Vehicle.

2.3. Collection of Vehicle: When collecting the Vehicle, You agree to and ensure that the proposed additional drivers who will be named as Insured Drivers on the Order Form (1) provide a valid and acceptable original UK or International driving licence. (2) provide utility proof of address prior to the collection of Vehicle from Us. Additionally, You agree to at the time of collection of the Vehicle, to carry out the Vehicle Inspection and point out and ensure any damage not already listed on the Order Form is included prior to signing the vehicle collection form which forms part of the Order Form.

2.4. Return of Vehicle: You agree to (1) return the Vehicle with the same level of fuel as when you collected the Vehicle (2) settle in full any outstanding payments incurred by You as a result of Your delay in returning the Vehicle to Us at the point of returning the Vehicle. Failure to return the Vehicle at the Hire End Time will result in You being charged the daily hire charge listed on the Order Form or on Our website and any other associated administration charge. (3) at the time of returning the Vehicle, to carry out the Vehicle Inspection and point out and ensure any damage not already listed on the Order Form is included prior to signing the vehicle return form which forms part of the Order Form. We shall return any unused amount of the Retainer Amount within 14 days of the end of the Hire Period.

3. FINANCIAL TERMS.

3.1. Fees and Payment Terms. Charges are specified in the applicable Order Form. Unless expressly provided otherwise, the charges in the Agreement do not include value added tax or any similar taxes, levies or duties. The Charges do not include insurance excess, collision damage waiver, charges to restore the vehicle to the condition prior to start of this Agreement, reasonable travel and accommodation expenses we incur and related administration cost in connection with the breach of this Agreement. Unless expressly provided otherwise, all charges paid to Us are non-refundable. In the event You fail to provide us the required information as specified in Clause 2.3, You agree that You will be liable for all fees payable under the Agreement and to settle any invoice raised by us for the Services. Notwithstanding Our rights in this clause 3 or clause 10 of this Agreement, (a) We reserve the right to levy interest on the overdue sum from the due date until the payment of the overdue sum, whether before or after judgement at an interest rate of 4% a year above the Bank of England’s base rate from time to time,

but at 4% a year for any period when the base rate is below 0%
(b) You shall be responsible to pay any collection expenses (including reasonable legal fees) incurred by Us. You are not entitled to any set off, counter claim, deduction or withholding (other than any deduction or withholding of tax as required by law). Whereas, we are entitled to any set off, counter claim, deduction or withholding including any deduction or withholding of tax as required by law).

4. CONFIDENTIALITY.

4.1. Defined. By virtue of the Agreement, the parties may be exposed to or be provided with certain confidential and proprietary information of the other party or third parties, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party ("**Confidential Information**"). Confidential Information of Ours includes but is not limited to the terms and conditions (but not the existence) of the Agreement, including without limitation all Order Forms, all trade secrets, documentation, business plans, and other information of Ours relating to or embodied therein.

4.2. Non-Disclosure. Each party will protect the other party's Confidential Information from unauthorised dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information **(i)** is or becomes generally known or available to the public through no fault of the receiving party; **(ii)** was lawfully in the receiving party's possession before receipt from the disclosing party without a duty of confidentiality; **(iii)** is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or **(iv)** has been independently developed by one party without reference to any Confidential Information of the other. We or Our affiliates (which for the avoidance of doubt includes Our Group) may use and distribute, for any lawful purposes outside of the Agreement, Customer Data and any other data that You provide to Us, provided always that such data is aggregated anonymous, and de-identified. We and Our licensors or suppliers may monitor the usage, performance and operation of the Licensed Materials using electronic, remote and other means to access Your systems and without notice to You.

4.3. Required Disclosure. The receiving party may disclose Confidential Information of the disclosing party if it is required by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

5. DATA PROTECTION

5.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 6, Applicable Laws means (for so long as and to the extent that they apply to US) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.

5.2. The parties acknowledge that for the purposes of the Data Protection Legislation, You are the controller and the We are the processor.

5.3. Without prejudice to the generality of clause 5.1, You will ensure that You have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Us for the duration and purposes of the Agreement

5.4. Without prejudice to the generality of clause 5.1, We shall, in relation to any personal data processed in connection with the performance by Us of Our obligations under the Agreement:

5.4.1. process that personal data only on the documented written instructions by You unless We are required by Applicable Laws to otherwise process that personal data. Where We rely on laws of a member of the European Union or European Union law as the basis for processing Personal Data, We shall promptly notify You of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Us from so notifying You;

5.4.2. ensure that We have in place appropriate technical and organisational measures, reviewed and approved by You, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by Us;

5.4.3. ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

5.4.4. not transfer any personal data outside of the European Economic Area unless Your prior written consent has been obtained and the following conditions are fulfilled:

5.4.4.1. You or We have provided appropriate safeguards in relation to the transfer;

5.4.4.2. the data subject has enforceable rights and effective legal remedies;

5.4.4.3. We comply with Our obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

5.4.4.4. We comply with reasonable instructions notified to it in advance by You with respect to the processing of the personal data;

5.4.5. assist the You, at Your cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

5.4.6. notify You without undue delay on becoming aware of a personal data breach;

5.4.7. at the written direction of You, delete or return personal data and copies thereof to You on termination of the agreement unless required by Applicable Law to store the personal data; and

5.4.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 5 and

immediately inform You if, in the opinion of Us, an instruction infringes the Data Protection Legislation.

5.5. You consent to Us appointing a suitable vendor as a third party processor of Personal Data under the Agreement. We confirm that we have entered or (as the case may be) will enter with the third party processor into a written agreement substantially on that third party's standard terms of business and We confirms reflects and will continue to reflect the requirements of the Data Protection Legislation. As between You and Us, We shall remain fully liable for all acts or omissions of any third party processor appointed by Us pursuant to this clause 5.

6. INDEMNIFICATION.

7.1 Our Indemnification. You shall defend Us against any claim, demand, suit, or proceeding made or brought against Us, Our employees, consultants, contractors and other suppliers (collectively, "**Indemnified Party**") (A) by any Insured Drivers (B) by a third party arising out of or related to (i) Your or any Insured Driver's use of the Vehicle resulting in damage to any third party. (iii) Your or any Insured Drivers use of the Vehicle in violation of any applicable laws and regulations, and any third party terms and conditions (iv) Your or Any Insured Drivers breach of this Agreement.

7. WARRANTY

We warrant that We will perform the Services using reasonable skill and care. Your sole and exclusive remedy for breach of the above warranty shall be Our obligation to refund the Hire Charges.

8. DISCLAIMERS AND LIMITATION OF LIABILITY.

8.1. THE WARRANTIES, SET FORTH IN CLAUSE 7 ABOVE, ARE IN LIEU OF, AND WE EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT THE SERVICES ARE ERROR-FREE, ACCURATE OR WILL COMPLY WITH ANY LAW, RULE OR REGULATION (ii) ANY AND ALL IMPLIED WARRANTIES OF QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND (iii) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY US, OUR AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. YOU ASSUME ALL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES PROVIDED HEREUNDER TO ACHIEVE YOUR INTENDED RESULTS.

8.2. You assume sole responsibility and liability for any of Your Insured Driver's compliance with the terms and conditions of the Agreement. We shall have no liability for any claims, losses or damages arising out of or in connection with Your or any of Your Insured Driver's use of the Vehicle, Services, any third-party products, or services.

8.3. Nothing in the Agreement shall in any way exclude or limit Our liability for death or personal injury caused by negligence, or liability for fraudulent misrepresentation, or for any other liability which by law it is not possible to exclude or limit.

8.4. Our liability for the loss or damage to tangible property whether or not the same are under warranty shall be limited in accordance with clause 9.5 below.

8.5. Subject to clause 9.1, Our total liability for direct losses in contract, tort, misrepresentation, breach of statutory duty or

otherwise in connection with the Agreement or the provision of the Services for any and all events and/or claims arising in any Year shall be limited to the Hire Charges and resulting sums paid (excluding VAT and expenses) by You to Us for the Hire Period.

8.6. In no event will We be liable to You in contract, tort, misrepresentation or otherwise, for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever, nor for any direct or indirect loss of profit, loss of anticipated profits, loss of revenue, loss of anticipated revenue, loss of savings or anticipated savings, loss of business opportunity, increases in cost of working whether anticipated or not, loss or corruption of data, loss of use or loss of operating time and any costs and expenses associated therewith, loss or damage to Services or data whether or not the same are under warranty, the cost of purchasing elsewhere, depletion of goodwill or reputation or otherwise which arise out of or in connection with the Agreement and whether or not foreseeable or made known to Us.

8.7. We will use reasonable endeavours to ensure that the Services are supplied promptly in accordance with any dates as agreed by the parties having regard to the availability of personnel but any delivery dates or times quoted for delivery, commencement or completion of any part of the Services or deliverables will be estimates only and time will not be of the essence.

8.8. The parties have considered the exclusions and limitations of liability in the Agreement in the context of all the circumstances of the transaction to which the Agreement relates (including the parties' respective insurance cover) and all the factors referred to in Schedule 2 of the Unfair Contracts Terms Act 1977. The parties consider that such exclusions and limitations of liability are fair and reasonable and that, but for such exclusions and limitations, the parties would not have entered into the Agreement. For the purposes of the Unfair Contracts Terms Act 1977 each party acknowledges and agrees that every provision of the Agreement has been the subject of negotiations between the parties, even if the words used in any provision of the Agreement have been used by a party in other contractual arrangements and/or in standard form contract documentation used by that party.

9. TERM AND TERMINATION.

9.1. Term. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the Vehicle is returned to us or the conclusion of any outstanding matters, claims or issues in relation to the Agreement, whichever is longer.

9.2. Termination. We reserve the right to terminate the agreement at anytime without providing any notice to You.

10. DISPUTE RESOLUTION

10.1. If a complaint or dispute (a "Dispute") arises in connection with the Agreement, then, without prejudice to either party's other rights and remedies, the parties shall first attempt to resolve or settle the Dispute through good faith negotiations between appointed representatives.

10.2. Nothing in this clause 11 shall prevent the either party from exercising any rights and remedies that may be available in respect of any breach of the provisions of the Agreement or commencing any court proceedings or arbitration in relation to any Dispute.

11. GENERAL PROVISIONS.

11.1. Force Majeure. No party shall be liable to the other for any delay or non-performance of its obligations under the Agreement arising from any cause beyond its control, including without limitation strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage (including virus/hacking attacks or other intentional malicious acts of third parties), compliance with a law or governmental order, rule, regulation or direction, accident, third party interference, actions or omissions of telecommunication providers, delay or failure of any supplier, sub-contractor or carrier, fire, flood and storm. For the avoidance of doubt, nothing in this clause shall excuse You from any payment obligations under the Agreement. If any such event continues for more than ninety (90) days and provided substantial performance is still impeded either party may terminate the Agreement forthwith by prior written notice without prejudice to the accrued rights of either party.

11.2. Assignment. We may assign, sub-contract or otherwise transfer any of Our rights or obligations under the Agreement without Your consent. You may only assign, sub-contract or otherwise transfer any of Your rights or obligations with Our prior written consent.

11.3. Non-solicitation. During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment or engagement, directly nor through other parties, without the other party's written permission, any individual employed or engaged by the other party. It is agreed however that the solicitation, engagement or hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

11.4. Notices. Any notice required to be given pursuant to the Agreement shall unless otherwise stated in it, be in writing, sent to the other party marked for the attention of the person at the address specified on the Order Form (or to such other address as either party may from time to time notify to the other in writing in accordance with this clause). For the purpose of notices to be given by Us in writing, the expression "writing" or "written" shall be deemed to include email communications. A correctly addressed notice sent by first-class post shall be deemed to have been delivered 72 hours after posting, and correctly addressed emails shall be deemed to have been delivered 24 hours after sending.

11.5. Relationship. The Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

11.6. Invalidity. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

11.7. Survival. The termination of the Agreement in accordance with clause 10 or its expiry shall not prejudice or

affect any rights or liabilities which accrued or thereafter shall accrue to either party, any rights or remedies a party may be entitled to hereunder or at law nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on after such termination.

11.8. No Waiver. No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

11.9. Entire Agreement. The Agreement constitutes the parties' entire agreement relating to its subject matter. Each party acknowledges that in entering into the Agreement, it has not relied on any representation, undertaking, promise or statement whether oral or in writing which is not expressly set out in the Agreement. The Agreement cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties.

11.10. Variation. No modification to the Agreement will be binding unless in writing and includes a signature by an authorised representative of each party. All pre-printed or standard terms of any of Your purchase order or other business processing document shall have no effect.

11.11. Third Party Rights. The Contracts (Rights of Third Parties) Act 1999 is excluded, by the agreement of the parties to the Agreement, from applying to the Agreement to the maximum extent permitted by law. No term of the Agreement is enforceable by any person who is not a party to it, whether in accordance with such Act or otherwise. This clause shall prevail in the event of any conflict between it and anything else in the Agreement. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Us under the Agreement shall apply equally to the owner of the Third Party Product with respect to the Third Party Product You procure from Us, and such third party is an intended third party beneficiary of the Agreement, with respect to the Third Party Product as applicable.

11.12. Counterparts. The Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, each of which, when executed and delivered, shall be an original and all the counterparts together shall constitute one and the same instrument which shall only be deemed executed when counterparts executed by both parties are delivered.

11.13. Governing Law and Jurisdiction. The Agreement shall be construed in accordance with and governed by the law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

END OF AGREEMENT