

Zoomo Weekly Rental Agreement

Last Updated: September 2023

Name of renter	
Date of Agreement	
Vehicle serial number	

This is a legally binding agreement (the "Agreement") between ZOOMO LONDON LTD (Company Number 11309092) of Unit 1, Admiral Hyson Industrial Estate, Hyson Road, SE16 3PA, London ("Zoomo", "we", "us", "our") and the person renting an electric moped from us, as named in the Zoomo app profile filled in at the time of rental (referred to in this Agreement as the "Renter", "you", and "your").

You and Zoomo are collectively referred to as "the parties".

This Agreement is a rental agreement, under which we will rent an electric vehicle to you, in exchange for payment from you for a period of less than three months. The precise terms of the Agreement which govern our relationship are set out below. Please ensure that you have read these terms before you agree to them.

Defined terms used in this Agreement are set out in clause 33.

This Agreement constitutes the entire agreement and understanding between you and Zoomo on everything connected with the subject matter of this Agreement and supersedes any prior agreement or understanding on anything connected with that subject matter.

1. Term of this Agreement

The Start Date of this contract is [DATE] (being the date on which you take possession of the Vehicle and pay the One-Time Starter Fee and Security Deposit in accordance with clause 3 below).

For the avoidance of doubt, the Term of this Agreement will end at the expiration of three (3) months ("the End Date"). However, you have the option to terminate this Agreement within the Term at the end of each week. If you do not cancel your subscription at the end of the week, the Agreement will automatically rollover into the next week and you will not have an option to terminate without cause until that week ends.

You and Zoomo do, however, have the right to terminate for cause at any time during the Term in accordance with clause 12, in which case Zoomo will communicate an alternative Expiry Date to you.

You acknowledge that in absence of your right to terminate for cause, you shall be liable for the agreed Plan Fees during the Term should you seek to terminate without cause.

Notwithstanding any other term in this Agreement, the maximum Term of this Agreement is three (3) months.

2. Zoomo's Vehicle

You have agreed to rent from us a vehicle with the serial number **[SERIAL NUMBER]** (the "Vehicle").

Zoomo shall commercially and reasonably ensure that the Vehicle materially conforms to any specification communicated by Zoomo from time to time.

Upon acceptance of the Vehicle, you agree that it is your responsibility to check the Vehicle and tell us if there are any defects. Any defects that you do not tell us about (except those which you could not reasonably have noticed) on collection are deemed to have occurred after collection.

3. Fees

By entering into this Agreement, you agree to pay Zoomo the following:

- (a) Plan Fees for the rental of the Vehicle as set out in the relevant plan selected through our Zoomo app as set out at clause 4 below;
- (b) any add-ons selected through the Zoomo app;
- (c) the Zoomo Starter Fee as set out in clause 5 below;
- (d) the Security Deposit as set out in clause 6 below, and
- (e) any late fees and/or administrative fees incurred in accordance with this Agreement;

(each a "Fee").

4. Plan Fees

Plan Fees are payable either weekly in advance. You are required to subscribe to the appropriate Zoomo Plan through the Zoomo Vehicle app, prior to taking possession of the Vehicle.

Details about the relevant plans offered by Zoomo for payment of the Plan Fees are set out in the Zoomo app and may be updated from time to time. You can find out more about the relevant plans here <https://www.ridezoomo.com/uk/plans>.

The relevant plan must be selected by you upon checkout or in any applicable order form or within the Zoomo app. Any changes to our plans and pricing points will be made in our sole discretion in accordance with clause 29 of this Agreement and will be available to you on the link above.

5. Zoomo Starter Fee

To keep Plan Fees low, we require payment of a £25 one-off Starter Fee. This is an upfront fee that not only gives you access to our exclusive member benefits as a Zoomo customer, it also covers your safety onboarding and application processing for renting the Vehicle.

You must pay the Starter Fee and the Deposit before you take possession of the Vehicle.

The Starter Fee is not refundable after our seven (7) day no risk trial period. If you choose to stop renting but return to rent a vehicle at a later date, you will be liable to pay another Starter Fee.

6. Security Deposit

We require you to provide a security deposit of £100 (the "Deposit").

The Deposit is payable by you on taking possession of the Vehicle and will be retained by Zoomo as security for the Vehicle and any other related items that will be in your possession for the duration of the rental.

In the event of loss or damage to the Vehicle for which you are liable, Zoomo will (on giving written notice to you), apply the Deposit (or part thereof) to the cost of necessary repairs or replacement. In the event of outstanding rental or repair fees, Zoomo will (on giving written notice to you), apply the Deposit (or part thereof) to the satisfaction of the same.

In the absence of damage, loss or outstanding fees, the Deposit will be refunded to you in full within 10 Business Days of the Expiry Date of this Agreement.

Notwithstanding the foregoing, Zoomo is not obliged to hold the Deposit on trust for you, and you agree that Zoomo is free to treat the Deposit as its own monies, without prejudice to your Deposit refund right (where applicable) described above.

7. Payment Terms

You authorise Zoomo to debit your nominated debit or credit card with the amount of the Plan Fees and any other Fee incurred as and when they fall due.

You must pay all sums that you owe to Zoomo under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

If we are unable to charge your preferred payment method for any outstanding charges, including Plan Fees, we will notify you of the unsuccessful payment. Your vehicle will be locked four (4) days after an unsuccessful payment attempt, provided you do not make any efforts to remedy the failure. After six (6) days, if the outstanding payment is not remedied, Zoomo reserves the right to take possession of the vehicle at any time without providing notice to you. Any costs incurred by Zoomo in retaking possession of the vehicle may be charged to you.

8. Acknowledgement

You acknowledge that:

- (a) you have received the Vehicle in a roadworthy and undamaged state;
- (b) you have read and understood this Agreement, the Zoomo Privacy Policy, and Zoomo Safety, Security and Maintenance Guide and agree to comply with all obligations under the same; and
- (c) if you intend to use the Vehicle to make deliveries for a delivery company, you authorise us to share your details with the delivery companies you work for to confirm that you have an active account on their platform. Your personal data will at all times be governed by the Zoomo Privacy Policy.

9. Upon receipt of the Vehicle

Where the Vehicle is protected by packaging material, such material shall be disposed of by you at your cost, unless otherwise required by Zoomo.

10. Legal title

Zoomo shall at all times retain ownership of the Vehicle and you shall not do or allow to occur anything which might adversely affect Zoomo's right, title or interest in the Vehicle. This means that:

- (a) you must not create or allow to be created over the Vehicle any lien, charge or other security or lend, lease or sell or otherwise part with possession of the Vehicle or represent you may do these things (save as expressly authorised by this Agreement or by Zoomo);
- (b) you must not do anything that may cause any insurance of the Vehicle that Zoomo has to become void or voidable;
- (c) you must ensure the Vehicle is clearly identifiable as belonging to Zoomo, not remove any identifying mark on the Vehicle; and
- (d) you must inform Zoomo immediately if you become or are reasonably likely to become subject to any of the events or circumstances set out in clause 13.

11. Risk

Whilst title and legal ownership in the Vehicle remains at all times with Zoomo, risk in the Vehicle transfers and remains with you from the Start Date and until the Expiry Date of this Agreement or until Zoomo confirms otherwise in writing to you.

12. Termination by Either Party

Either party may terminate this Agreement by giving the other party seven (7) Business Days' notice in writing, except where this date would be on a date later than the End Date of this Agreement. Except as provided for in the rest of this clause 12, neither party may terminate the Agreement within seven (7) Business Days of the End Date of this Agreement.

You acknowledge that if you choose to terminate this Agreement before the End Date, 100% of your Deposit will be retained by Zoomo as a termination fee.

13. Termination by Zoomo

Zoomo may terminate this Agreement immediately by giving you notice in writing in the following circumstances:

- (a) A Fee remains outstanding for more than seven (7) Business Days from the date on which it falls due;
- (b) If you intend to use the Vehicle solely or predominantly for Authorised Business Use (defined below), and you take any of the following actions:
 - (i) stop carrying on all or a significant part of your business, or indicate in any way that you intend to do so;
 - (ii) are unable to pay your debts either within the meaning of section 123 of the Insolvency Act 1986, or if Zoomo reasonably believes that to be the case;
 - (iii) become the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - (iv) become subject to a moratorium under Part A1 of the Insolvency Act 1986;
 - (v) become subject to a restructuring plan under Part 26A of the Companies Act 2006;

- (vi) become subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
- (vii) have a receiver, manager, administrator or administrative receiver appointed over all or any part of your undertaking, assets or income;
- (viii) have a resolution passed for its winding up or have a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against you; or
- (ix) are subject to any procedure for the taking control of the Vehicle that is not withdrawn or discharged within 7 days of that procedure being commenced.

If Zoomo terminates this Agreement in accordance with this clause 13, you must immediately return the Vehicle to Zoomo in accordance with the instructions given in the notice.

14. Return of the Vehicle

On termination of this Agreement by Zoomo under clauses 12 or 13, Zoomo will set out an Expiry Date in the notice of termination provided to you.

If you terminate this Agreement under clause 12, Zoomo will set out an Expiry Date in our acknowledgement of your termination notice.

On or before the Expiry Date, you must return the Vehicle:

- (a) to a designated Zoomo Location, on or before the Expiry Date, during operating hours; and
- (b) in the same condition as it was upon taking possession, save that any reasonable and fair wear and tear is accepted.

The Vehicle will be deemed returned to the possession of Zoomo when Zoomo or their authorised representative acknowledges receipt of the Vehicle in writing.

Plan Fees will continue to apply for each week between the date of notification of termination and the Expiry Date, including the week of the Expiry Date or, if you fail to return the Vehicle as set out above or as otherwise instructed by Zoomo, the date that the Vehicle is returned to Zoomo.

If you do not return the Vehicle on the Expiry Date then:

- (a) you must pay Zoomo Plan Fees for each week between the Expiry Date and the date the Vehicle is returned, including the week of the Expiry Date;
- (b) after written notice to you and if the location of the Vehicle is unknown, Zoomo may report the Vehicle as stolen to the Police; and
- (c) you must compensate Zoomo for any reasonable costs incurred in recovering the Vehicle.

15. Late, Missed or Overdue Payments

If any Fee is not made for any reason (for example, if there are insufficient funds available in the nominated account), you will incur an administrative fee of £1.50. The administrative fee applies for every missed payment where an attempt is made to process a payment and it is returned by the relevant financial institution.

Zoomo, without prejudice to its other rights, reserves the right to charge interest to the amount due at the rate of 8% per year above the HSBC Bank Plc base rate from time to time in force. Interest shall accrue on a daily basis on all unpaid sums and will apply from the due date for payment until actual payment is received by

Zoomo in full (whether before or after judgement). This is without prejudice to Zoomo's right to seek any late payment indemnity of £40 under the Late Payment of Commercial Debts (Interest) Act 1998, as amended and where applicable.

Zoomo may also refer the matter to a debt collector or solicitor for collection of outstanding fees and may repossess the Vehicle, if applicable, in which case you will be liable to pay to Zoomo all fees and charges payable in respect of the debt collector's fees (including any commission), costs associated with recovering possession of the Vehicle and solicitor's fees on a full indemnity basis.

16. Companies House Charge Register

You acknowledge that Zoomo may have, now or in the future, a Security Interest in the Vehicle. Zoomo reserves the right to perfect its interest, including by registering its interest in the Vehicle with Companies House, if Zoomo forms the opinion that it is necessary to do so to protect its reasonable commercial interests. In that event, Zoomo may require you to reimburse them the costs of perfection on written notice.

17. Location Sharing

You consent to share location data with Zoomo. You may revoke this consent via a written request to Zoomo. Zoomo agrees to NOT share your location data with any third party without your consent or without first removing your identifying information. Your personal data will at all times be governed by the Zoomo Privacy Policy.

18. Authorised Use

Zoomo authorises you to use the Vehicle during the Term for Authorised Business Use and/or Authorised Personal Use, provided that such use must not involve Unauthorised Use.

Authorised Business Use includes commercial last mile food and/or grocery delivery services, in accordance with local road rules and legislation.

Authorised Personal Use includes operation of the Vehicle on roads in accordance with local road rules and legislation.

Unauthorised Use includes (but is not limited to) any business or personal use involving:

- (a) the operation of the Vehicle by any person other than you;
- (b) granting anyone legal rights over the Vehicle;
- (c) selling, lending or renting the Vehicle to anyone other than you;
- (d) the carriage of any person in addition to you;
- (e) the towing of another person, vehicle or other object;
- (f) the operation, use or involvement in any way of the Vehicle in violation of any laws or for an illegal purpose;
- (g) working on, modifying or attaching anything to the Vehicle;

- (h) overloading the Vehicle;
- (i) riding the Vehicle outside of the United Kingdom;
- (j) the carriage of hazardous goods requiring a separate licence from a government authority;
- (k) the use of the Vehicle for any other commercial use other than last mile food and/or grocery delivery;
- (l) the operation of the Vehicle on any other surface other than paved or gazetted roads within metro areas without the written permission of Zoomo;
- (m) any race or competition; and
- (n) the operation of the Vehicle outside of reasonable and safe parameters and/or in any negligent manner.

19. Zoomo Warranty

Zoomo represents that, to the best of its knowledge and belief, the Vehicle is supplied to you at the commencement of the Term:

- (a) in sound and safe condition, suitable for Authorised Use;
- (b) free of any known faults or defects that would affect its safe operation under normal use; and
- (c) in accordance with the manufacturer's standards.

Apart from this and any other warranty or guarantee set out in this Agreement, or which you are entitled to by law, Zoomo excludes all other warranties or guarantees.

20. Limitation of Liability

Where our products and/or services fall within the scope of the UK Consumer Law, our liability will be limited to the extent permitted under UK Consumer Law only

Where our services fall outside the scope of the UK Consumer Law, we exclude all liability to you (including liability for negligence and consequential loss or damage, including loss of business profits) and you hereby waive, release and discharge, on a continuing basis, all claims you have or may have against us relating to the provision of the services, however arising.

Zoomo shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it promptly notifies the Renter of the Force Majeure event and its expected duration and uses reasonable endeavours to minimise the effects of that event.

21. Your Warranties

You warrant that you:

- (a) are between 21 and 65 years of age;
- (b) have been a UK resident for longer than 12 months;
- (c) have held a full UK driving licence for longer than twelve (12) months or have held a full UK driving licence or provisional licence for longer than 6 months AND have passed Compulsory Basic Training

(CBT);

- (d) either pass the full moped or motorcycle test within 2 years of passing CBT or take CBT again;
- (e) have had no convictions or endorsements for serious motoring offences, being those which cannot be addressed by a fixed penalty notice, or fraudulent offences (**Prohibited Offence**);
- (f) if you are convicted of a Prohibited Offence during the Term, you will stop using the Vehicle and contact Zoomo immediately informing Zoomo of the conviction. The conviction may compromise the Vehicle's insurance, so you must not ride the Vehicle unless and until Zoomo confirms that you may continue to use it;
- (g) will take care of the Vehicle and keep it in a good, roadworthy condition;
- (h) if at any time your licence is cancelled, you will immediately notify Zoomo and cease operating the Vehicle. You acknowledge that Zoomo has no obligation to verify the validity of your licence and that you are responsible for ensuring you are permitted to ride the Vehicle in the UK;
- (i) are in a position to drive the Vehicle safely in traffic according to the relevant applicable traffic and administrative regulations;
- (j) have experience or minimum knowledge of driving mopeds and are familiar with the operation and safe use of mopeds;
- (k) have had no more than three (3) motor insurance claims in the last three (3) years and no more than two (2) that are attributable to your own fault;
- (l) have had no more than six (6) penalty points in the last three (3) years for minor convictions;
- (m) have not at any time had a policy of insurance voided, cancelled, declined or had special terms applied;
- (n) have never had a claim refused by an insurer;
- (o) have no non-motoring convictions which require disclosure (i.e. are not 'spent' under the Rehabilitation of Offenders Act 1974);
- (p) have not received a ban on driving in the past five (5) years;
- (q) have not had any of the following conviction codes on their driving licence within the last five years:
 - (i) BA – Disqualified driver.
 - (ii) DR/DG – Drink/Drug related driving.
 - (iii) DD/CD – Dangerous Driving/Careless Driving.
 - (iv) IN – Driving without insurance.
 - (v) UT/TT – Unauthorised taking/Totting up convictions
- (r) will not intentionally damage the Vehicle;
- (s) will not seek to have the Vehicle modified or repaired by a third party;
- (t) will not paint, draw or apply stickers or decals to the Vehicle;
- (u) will be the sole operator of the vehicle at all times;
- (v) will charge the Vehicle only with the charger supplied by Zoomo;
- (w) will not use the Vehicle while under the influence of alcohol or drugs;
- (x) have been advised by Zoomo that it is recommended you obtain and maintain appropriate public liability insurance coverage for loss or damage caused to persons or property in connection with your use of the Vehicle;
- (y) will only use the Vehicle for an Authorised Use;
- (z) will not use or permit the Vehicle to be used for any Unauthorised Use;
- (aa) will operate the Vehicle in a safe and reasonable manner and not in any negligent manner; and
- (bb) will, at all times during the Term while the Vehicle is not in use, lock the Vehicle in accordance with all reasonable directions of Zoomo, including as set out in the Safety, Security and Maintenance Guide, as amended from time to time.

You indemnify Zoomo in respect of any loss or damage arising out of any warranty given in this clause 21

being incorrect or any breach of any such warranty and will be solely responsible for all loss and damage so arising, including (but not limited to) all associated tickets, fines, penalties and fees.

You will be responsible for paying for any necessary toll payments, fines, or other similar charges. If you do incur any costs relating to your operation of the vehicle, including any toll fees or fines by law enforcement, Zoomo will arrange for payment of these fees where these cannot be referred to you. You will be invoiced for any such fees and you will be charged an administration fee of £20 which may be deducted from the Security Deposit.

Should Zoomo be required to interact with any government agency or law enforcement bodies in respect of your use of the Vehicle, it may be necessary to share your personal information with those entities. The sharing of your personal information will at all times be governed by the Zoomo Privacy Policy.

22. Responsibility for and costs incurred as a result of loss and damage including theft

You hereby acknowledge that you are liable for:

- (a) the loss of, and all damage to, the Vehicle above fair wear and tear during the Term of this Agreement, including as a result of theft of the Vehicle or attachments to the vehicle. For the purposes of this Agreement, fair wear and tear is to be determined by Zoomo;
- (b) any costs incurred as a result of the vehicle breaking down or being rendered inoperable due to your negligence or misuse of the vehicle; and
- (c) all damage to any person or the property of any person:
 - (i) which is caused or contributed to by you or any person you allow to drive the Vehicle, including flat tyres; or
 - (ii) which arises from the use of the Vehicle by you or any person you allow to drive the Vehicle.

You will indemnify Zoomo in respect of any damage caused to any person or the property of any person for the reasons identified in clause 22(c) above.

If the Vehicle is lost, stolen or damaged beyond reasonable repair, you will be liable to pay Zoomo £2000, being the replacement value of the Vehicle, plus any additional costs incurred by Zoomo incidental to the loss or theft of the Vehicle ("**Loss or Theft Costs**"). Such amounts payable are fair and reasonable and constitute a genuine pre-estimate of the losses suffered by Zoomo in the event of the loss, theft or irreparable damage of the Vehicle. You agree to pay any such amount immediately on demand by Zoomo.

In the event of theft of the Vehicle, you agree to:

- (a) create a police report and provide details to Zoomo as soon as reasonably practicable after the Vehicle has been stolen;
- (b) complete our theft form (available from our website) as soon as reasonably practicable after the Vehicle has been stolen;
- (c) return all the accessories (battery, charger, locker, keys, etc) which have not been stolen and are in your possession to the nearest Zoomo location as soon as reasonably practicable after the Vehicle has been stolen; and
- (d) provide such reasonable evidence that you locked the Vehicle correctly by speaking with our Zoomo staff at the nearest Zoomo location.

In the event of loss or damage to the Vehicle or other loss or damage arising in connection with the use of the Vehicle other than as a result of theft of the Vehicle, you must:

- (a) promptly report the incident in writing to Zoomo and provide Zoomo with details of the incident including:
 - (i) an accurate description of the incident e.g. state stolen and the location;
 - (ii) name, address and license number, of any other person involved;
 - (iii) registration of any other vehicles involved;
 - (iv) names and station of any police officers involved; and
 - (v) any other information reasonably requested by Zoomo; and
- (b) return all parts of the Vehicle which have not been lost or damaged (battery, charger, locker, keys, etc) to the nearest Zoomo location.

You accept that GPS device services are necessary in order to protect our vehicles against theft and enhance recovery. Zoomo may request you to attend your nearest Zoomo location for a GPS device service. Any location data and your personal data will at all times be governed by the Zoomo Privacy Policy.

23. Insurance

During the Term, Zoomo will provide a compulsory third party ("CTP") insurance policy from a licensed insurance company which provides coverage for third party property damage and personal injury caused by the vehicle. The cost of this insurance is contained within the rental price.

Any damage caused to the vehicle by a third party or force of nature whilst the vehicle is in your care shall be your sole responsibility. You agree to compensate Zoomo as required for damage caused if for any reason the insurance policy provided is not used or is unable to be provided.

To assist with the making of any insurance claim, if you are involved in an accident, you agree to provide us with the following information as soon as possible:

- (a) details, circumstance, and location of the incident (time, address, relevant details of the accident);
- (b) relevant information regarding any vehicles or third parties involved (e.g., licence plate, names, phone number, and driver's licence number of any persons involved, VIN, make and model, vehicle colour);
- (c) insurance details of all parties involved (e.g., policy number, name, insurance provider);
- (d) witness contact information (e.g., name, address, phone number);
- (e) insurance information of your personal motor vehicle policy, if applicable;
- (f) photographs of any damage to the vehicle or of other vehicles involved; and
- (g) a copy of the police report for the incident, if any.

By agreeing to these terms, you hereby give your consent for us to share your information with insurers, where necessary, in relation to any claims which are required to be made due to your use of the Vehicle.

24. Reduction of Loss or Theft Costs

On entering into this Agreement, you will have the opportunity to limit your liability for the payment of Loss or Theft Costs by way of entering into a Loss or Theft Plan (separate terms and conditions will apply).

Under a Loss or Theft Plan, your liability for payment of Loss or Theft Costs will be limited in accordance with the plan you have chosen, as long as you are not otherwise in breach of this Agreement and providing you are no more than 1 week in arrears with payment of Plan Fees.

25. Maintenance, Security and Safety

You hereby agree to comply with the following for the Term:

- (a) maintain the Vehicle to the same standard in which the Vehicle is supplied to you in (including by complying with all additional servicing or repairs recommended by Zoomo at any service);
- (b) complete the safety and maintenance checks outlined in the Zoomo Safety, Security and Maintenance

Guide;

- (c) lock the Vehicle when not in use;
- (d) keep the keys to the Vehicle safe when not in use;
- (e) comply with all applicable laws, including transport laws;
- (f) wear a helmet at all times when operating the vehicle;
- (g) not to park the vehicle in any unauthorised or forbidden locations. This includes any blocked areas that are inaccessible to the public and any areas subject to parking restrictions for specific days or times or for particular vehicles;
- (h) when parking, park the vehicle in an upright position using the kickstand, perpendicular to the curb with the vehicle's back wheel adjacent to the curb;
- (i) without the express written consent of Zoomo, not operate the vehicle on any surface other than paved or gazetted roads; and
- (j) check the tyre pressure every seven (7) days to ensure they are inflated to the correct PSI, being 32PSI for the front tyre and 34PSI for the rear tyre;
- (k) in the case of a battery malfunctioning, (i.e. if the battery is submerged in water, the battery case is defect (bloated) or liquid is coming out), you will immediately isolate the battery and inform Zoomo;
- (l) you will make sure to handle the battery with care at all times, particularly when transport the battery for charging purposes;
- (m) once removed from the vehicle, you will not drop the battery and will ensure it is stored and kept out of direct sunlight;
- (n) attend at a nominated Zoomo location with the Vehicle for the Vehicle to be serviced every 2000-2500km travelled;
- (o) attend at a nominated Zoomo location with the Vehicle as directed by Zoomo for a service within seven (7) days of being requested to by Zoomo. You are to make a booking for the service with Zoomo prior to arrival;
- (p) refrain from servicing or causing the Vehicle to be serviced otherwise than at a designated Zoomo Vehicles location.

Regular servicing as set out above is necessary for Zoomo to ensure the continued safety of the Vehicle. It is critical to your ongoing use of the Vehicle that you attend scheduled services as set out above. If you fail to attend a scheduled service as required, a late fee of £0.10/km for every kilometre travelled over 1500km since the Vehicle's last service will be incurred.

Standard services are provided at no cost to you during the Term, however if Zoomo or their representative identifies any damage requiring repair (apart from fair wear and tear), including (but not limited to) a flat battery, flat or punctured tyre, lost keys or other accidental damage, you will be responsible to pay for such repairs.

Zoomo is committed to organising additional services if they become aware of any potential issues or faults with the Vehicle. Accordingly, it is critical to your ongoing use of the Vehicle that you attend unscheduled services as directed by Zoomo. If you fail to attend a directed service as required, a late fee of £5 per day will be incurred.

The late fees set out in this clause 25 have been designed to protect the interests of both parties in the continued safety of the Vehicle.

The vehicle is an electric vehicle that requires periodic charging of its battery in order to operate. While Zoomo aims to ensure the vehicle is charged when conducting a service, it is your responsibility to make sure prior to initiating a ride that the vehicle has adequate electric charge for the expected duration of the ride. You agree

to use and operate the vehicle safely and prudently in light of the vehicle being an electric vehicle.

26. Returns Policy

Vehicle returns require seven (7) days notice. Please book an appointment online to return your Vehicle. If you have not booked an appointment for return prior to your arrival, you will be charged the equivalent of one (1) week's rent, instead of a notice period. If you have not booked an appointment and wish to return your Vehicle or you return your Vehicle before your billing date, you will not be reimbursed.

27. Notice

When a notice must be provided in writing by Zoomo to you or from you to Zoomo, such notice may be provided by letter, email or via our app.

We may send notices to you at your last known home or email address, telephone number or other contact details provided by you. If your personal contact details are changed at any time, please provide prompt notice of the change to Zoomo.

You must send notices by email to our customer service team at hello@ridezoomo.com or contact Zoomo by accessing the website (www.ridezoomo.com).

Unless specifically stated otherwise in this Agreement, any notice given by Zoomo to you or you to Zoomo will be deemed given and received if:

- (a) delivered by hand to your last known home or work address, at the time of delivery;
- (b) sent by first class post on a Business Day, the next Business Day or second Business Day after posting if not sent on a Business Day;
- (c) sent by email or via the app on a Business Day before 4pm, one hour after sending; and
- (d) sent by email at any other time, 9:00 am on the next Business Day.

28. Dispute Resolution

If a dispute arises out of or in connection with this Agreement or its performance, validity or enforceability (a "Dispute") then, except as specifically stated otherwise in this Agreement, the parties shall follow the procedure set out in this clause 28.

If either Party wishes to raise any complaint or dispute relating to the rights and obligations under this Agreement, then they must notify the other party in writing as soon as possible. The notification should include details of the Dispute, the outcome the party desires, and any actions that they believe will settle the Dispute.

Once notification of a Dispute has been received, the Parties shall attempt to resolve the Dispute in good faith.

If the Parties are, for any reason, unable to resolve the Dispute within twenty (20) Business Days of the receipt of the notice, then the Dispute shall be referred to a formal mediation process. The Parties must agree on the selection of a mediator or, where agreement cannot be reached, the mediator will be selected in accordance with the CEDR Model Mediation Procedure. The Parties will be equally liable for the fees and reasonable expenses of the mediator and the cost of the venue of the mediation (to be paid in advance).

No Party may commence any court or arbitration proceedings in relation to the whole or part of the Dispute (except where they seek urgent interlocutory relief) until it has attempted to settle the Dispute by mediation

and either:

- (a) the mediation has terminated; or
- (b) the other Party has failed to participate in the mediation having had reasonable opportunity to do so.

Any court proceedings must be conducted in accordance with clause 32.

All communications made by the parties arising out of this dispute resolution clause are confidential and to the maximum extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

For avoidance of doubt, nothing in this clause 28 prohibits, prevents or delays Zoomo from engaging the services of a debt collector or solicitor to recover overdue amounts.

This clause 28 survives termination of this Agreement.

29. Assignment

You may elect to assign your rights and obligations under this Agreement to another person, subject to Zoomo Vehicle's written approval. Such approval may be subject to the provision of additional information and conditions. Zoomo Vehicle's decision on assignment will be final. In the event of an assignment, you must pay all charges up and including the effective date of assignment.

30. Relationship of Parties

This is a contract for supply of goods and services and is not intended to create any other relationship between the parties.

31. Changes to terms

We may, at any time, and at our sole discretion modify this Agreement and any of the documents referenced herein and/or included herein by hyperlink, including but not limited to our Privacy Policy, pricing structure, repair services or theft cover, with notice with notice via email, on our website or in our app with 14 days' notice.

32. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims). If you are a consumer (non-business customer, nothing in this clause 32 shall negate your right to have your dispute heard in the part of the UK where you are usually resident.

33. Definitions

Authorised Business Use includes commercial delivery services, such as document or food delivery, in accordance with local road rules and legislation.

Authorised Personal Use includes operation of the Vehicle on roads in accordance with local road rules and legislation

Business Day means a day on which banks are open for business in London, UK, other than a Saturday, Sunday or public holiday.

End Date means 3 months from the Start Date, on which you are required to return possession of the Vehicle to Zoomo, should this Agreement continue for its full Term .

Expiry Date means the day on which this Agreement between you and Zoomo ends, either when the Term of this Agreement expires (the End Date) or the date on which either you or Zoomo agree to terminate this Agreement in line with clauses 12 or 13.

Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement. Inability to pay and any consequences related to Covid or any pandemic or epidemic and any government restrictions to which a party is subject is not Force Majeure.

Safety, Security and Maintenance Guide means the Zoomo's Safety, Security and Maintenance Guide that will be given to you on your initial collection of the Vehicle from Zoomo.

Start Date is the date when you took possession of your rental vehicle from a Zoomo shop or partner shop.

Term means: the three month period between the Start Date the Expiry Date of this Agreement.

Unauthorised Use means any use other than an Authorised Use, as set out in clause 18.

UK means the United Kingdom.

UK Consumer Law means Consumer Rights Act 2015, as amended from time to time.

Vehicle has the meaning given to it in clause 2.

Plan Fees means the rental fees payable by you to Zoomo.

34. Interpretation

In this Agreement the following rules of interpretation apply, unless the contrary intention appears or context otherwise requires:

- (a) Headings and subheadings are for convenience only and do not affect the interpretation of this Agreement.
- (b) References to clauses, Schedules, annexures, appendices, attachments and exhibits are references to the clauses of, and the Schedules, annexures, appendices, attachments and exhibits to, this Agreement.
- (c) References to parties are references to the parties to this Agreement.
- (d) References to a party to any Agreement or document include that party's permitted assignees and successors, including executors and administrators and legal representatives.
- (e) Words denoting the singular include the plural and words denoting the plural include the singular.
- (f) Words denoting any gender include all genders.

- (g) The word 'person' includes any individual, corporation or other body corporate, partnership, joint venture, trust, association and any Government Agency.
- (h) A reference to any Agreement or document (including this Agreement) includes any amendments to or replacements of that document.
- (i) A reference to a law includes:
 - (i) legislation, regulations and other instruments made under legislation and any consolidations, amendments, re-enactments or replacements of them;
 - (ii) any constitutional provision, treaty or decree;
 - (iii) any judgement;
 - (iv) any rule or principle of common law or equity, and is a reference to that law as amended, consolidated, reenacted, replaced or applied to new or different facts.
- (j) No provision of this Agreement will be construed adversely to a party because that party was responsible for the preparation of that provision or this Agreement.
- (k) A reference to time is a reference to the time in London, UK unless otherwise specified.
- (l) A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
- (m) If any act is required to be performed under this Agreement by a party on or by a specified day and the act is performed after 5.00 pm on that day, the act is deemed to be performed on the next day.
- (n) If any act is required to be performed under this Agreement on or by a specified day and that day is not a Business Day, the act must be performed on or by the next Business Day.
- (o) A reference to an amount of pounds, UK pounds, £ or GBP is a reference to the lawful currency of the UK, unless the amount is specifically denominated in another currency.
- (p) Specifying anything in this Agreement after the terms 'include', 'including', 'includes', 'for example', 'such as' or any similar expression does not limit the sense of the words, description, definition, phrase or term preceding those terms unless there is express wording to the contrary.
- (q) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.