

# Zipcar Membership Contract

**Contract Last Revised:** February 2017

This Contract is a vehicle-sharing service subscription contract between Zipcar (UK) Limited (hereinafter referred to as “**Zipcar**”, “**we**”, “**us**” or “**our**”) and the Member (as defined in **clause 1** below). All Members are required to accept and comply with the terms and conditions set forth herein. By accepting the terms and conditions of this Contract and using Zipcar's services you accept and agree to comply with the terms and conditions of this Contract, as it may be amended from time to time as provided herein.

The Schedules constitute an integral part of this Contract:

[Schedule 1: General Rules of Vehicle Use](#)

[Schedule 2: Special Conditions – Zipcar Flex](#)

[Schedule 3: Special Conditions – Zipcar Roundtrip](#)

[Schedule 4: Additional Charges Schedule](#)

[Schedule 5: Membership and Driving Rates Schedule](#)

[Schedule 6: Model Cancellation Form](#)

IF YOU DO NOT ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS CONTRACT, THEN YOU ARE NOT AUTHORISED TO USE ANY OF ZIPCAR'S VEHICLES OR SERVICES.

If you have any questions regarding this Contract, please contact us via email at [services@zipcar.co.uk](mailto:services@zipcar.co.uk) or by telephone at **0333 240 9000**.

Zipcar reserves the right to change the terms of this Contract, including the Schedules, from time to time. We will give notice of essential changes to Members in a timely manner. Notice to the Member will be considered given when such notice is (a) indicated and accessible from the first page accessed after the Member log-on to the Zipcar website, (b) indicated and accessible when the Member uses the Zipcar app, (c) provided by email to the Member's email address on file with Zipcar, or (d) provided via our newsletter. If a Member requests (via an email to us), we will email that Member a notice of the changes. The Member agrees that all changes to the terms of this Contract will be effective and binding on the effective date indicated in the notice, which at a minimum should be fourteen (14) days following notice of the changes. The Member has the option of terminating its membership with Zipcar and this Contract if he or she does not wish to accept any change to the terms of this Contract. If the Member does not terminate this Contract within fourteen (14) days following notice of any changes, the Member will be deemed to have accepted the changes set out in the notice.

## 1. Definitions

In this Contract, the following definitions apply:

- a. **"Contract"**: This Membership Contract and its Schedules, whether made available in print or electronically through Zipcar's websites.

- b. **“Designated Parking Zone”**: in relation to a booking under Zipcar Flex, means any parking space which is both lawful and complies with the Zipcar parking rules (**“Zipzone”**); the boundaries of the designated zone and the parking rules for that zone may be found on the Zipcar [website](#) or app.
- c. **“Dedicated Parking Space”**: in relation to a booking under Zipcar Roundtrip, means the dedicated Zipcar parking space to which the Member returns the Zipcar vehicle at the end of the rental period.
- d. **“Zipcar Flex”**: the option to pick up a Zipcar vehicle at a particular location (as shown on the Zipcar website or app) at the start of a reservation and return the Zipcar vehicle at the end of the reservation to a different location (provided that location is within the boundaries of the **Zipzone** as shown on the Zipcar [website](#)).
- e. **“Zipcar Roundtrip”**: the option to pick up a Zipcar vehicle at a parking space (as shown on the Zipcar [website](#) or Zipcar app) at the start of a reservation and return the Zipcar vehicle at the end of the reservation to the same location.
- f. **"Member" or "you"**: The person that is approved by Zipcar to use Zipcar vehicles and that is designated to receive and pay all fees, charges and other costs associated with membership, including application fees, membership fees, driving charges and other costs or fees as indicated in the Rules and Schedules described below.
- g. **"Rules"**: All the rules, guidelines or policies of Zipcar related to a Member's use of the Zipcar service, whether set forth in this Contract, appearing elsewhere on Zipcar's websites or otherwise issued from time to time by Zipcar, including specifically and without limitation those set forth in [Schedule 1: Rules for Vehicle Use](#), [Schedule 2: Special Conditions – Zipcar Flex](#), and [Schedule 3: Special Conditions – Zipcar Roundtrip](#).
- h. **"Schedules"**: All the schedules, rate plans and polices referenced in or incorporated into this Contract.

## 2. Basic Terms of Use of the Zipcar Service

- 2.1 This Contract is a vehicle-sharing service subscription contract offered by Zipcar. This Contract does not in itself confer any right to access and/or use any Zipcar vehicles. A Member may only use Zipcar's vehicles, to the extent that these vehicles are available, in accordance with the terms of this Contract and subject to paying all applicable fees and charges. Zipcar will take reasonable endeavours to ensure reasonable availability of Zipcar vehicles for its Members.

- 2.2** The special conditions set out in **Schedule 2** will apply to the Member's use of Zipcar vehicles under Zipcar Flex. The special conditions set out in **Schedule 3** will apply to the Member's use of Zipcar vehicles under Zipcar Roundtrip.
- 2.3** Once approved for membership, Members will be issued with a membership card (a "Zipcard") and/or will have access to the Zipcar app or other online platform to enable the Member to access Zipcar vehicles subject to availability.
- 2.4** Members are prohibited from (a) giving, lending or selling their Zipcard to any other person including other Members, (b) allowing non-Members to drive any Zipcar vehicle whilst it is on hire by the Member, (c) allowing other persons including other Members access to and/or use of their Zipcard or Zipcar account, or (d) otherwise allowing any other person including other Members to benefit from the use of their Zipcard or Zipcar account. Any loss, damage to or destruction of the Zipcard must be reported to Zipcar by email or by phone. Any unauthorised use of the Zipcard, Zipcar app and/or Zipcar vehicle must be immediately reported to Zipcar by email or by phone. Failure to comply with this **clause 2.4** may result in termination of the Member's membership with Zipcar and this Contract, may void any applicable insurance coverage, and may subject a Member to liability for any losses, liabilities and damages arising as a result of the unauthorised use of a Zipcard, Zipcar app and/or Zipcar Vehicle. Additionally, the Member will bear the applicable fees and costs of any Zipcar vehicle use and for any damage that results from such use and/or breach of this **clause 2.4**. In the event that a Zipcard has to be reissued to the Member, a charge in accordance with the **Additional Charges Schedule** will be levied.
- 2.5** Zipcar is the owner of any item it provides to the Member or puts at the Member's disposal during the term of this Contract, including specifically and without limitation, all Zipcar vehicles, mobile and web based applications and the Zipcards. The Member's use of and rights in relation to any Zipcar vehicle or item provided by Zipcar under this Contract are limited to those rights of use stated in this Contract.
- 2.6** To maintain and protect Zipcar vehicles and to prevent and detect crime we may use electronic devices to monitor the condition, performance and operation of Zipcar vehicles and/or to track the movement of Zipcar vehicles. This information may be used both during your membership and after expiry and/or termination of your membership.
- 2.7** Members are prohibited from using a Zipcar vehicle for the transportation of third party goods for payment including, but not limited to, providing courier or delivery services. In addition, Members are prohibited from transporting professional sports persons or professional entertainers in a Zipcar vehicle.

### **3. Eligibility**

- 3.1** To be **eligible** for our service, all Members must:
- be at least 23 years old (or 19 years old, if joining with an affiliated Business or University)

- if under 23 years of age, have held a full driving licence for at least 2 years with no convictions or accidents.
- if under 25 years of age, and in possession of non-EU licence, issuing country must be either USA or a designated [reciprocal country](#).
- if over 75 years of age have two years driving experience in the last 5 years with no accidents or claims in that time.
- have a driving record that meets the following requirements:
  - have held a full driving licence for a minimum of 12 months.
  - have no more than 6 penalty points on your driving licence.
  - if under 30 years of age have no more than 3 penalty points on your driving licence.
  - have no [major endorsements](#).
  - have had no major violations in the past three years.
  - have had no alcohol or drug related violations in the past seven years.

**3.2** Satisfying the foregoing criteria does not automatically give an applicant the right to become a Zipcar Member. Acceptance of the applicant's membership is subject to approval by Zipcar in its sole discretion and, without limiting the foregoing, membership may be denied based upon additional criteria established from time to time by Zipcar and/or its insurance providers. In addition, even if approved for membership, a Member may be restricted from driving certain Zipcar vehicles based upon the Member's driving history and experience or the membership/driving plan selected by the Member.

**3.3** We will obtain information from third parties concerning you to decide whether you are eligible for membership. We will be carrying out checks such as, but not limited to, an identity and credit check. We may pass your personal information to third party agencies for the purposes of carrying out identity and credit checks and they may keep a record of any search that they do. This check may leave an electronic note or "footprint" on your record. The information is not sold to third parties. For more information on what personal information we gather from you and how we process it, please read our [Privacy Policy](#).

## **4. Fees and Other Responsibilities of the Member**

**4.1** The Member promises to pay Zipcar all applicable application and membership fees associated with the Member's driving/membership plan. If the Member provides false information and/or fails to provide information reasonably required by Zipcar when applying for Zipcar membership, Zipcar may in its sole discretion refuse to approve the Member's application in which case the application fees will not be refunded.

**4.2** When a Member's membership terminates a new application fee may be payable if a new membership application is resubmitted more than thirty (30) days after a Member's account with Zipcar is closed. If your driving/membership plan includes an annual or monthly fee, your initial membership fee will be charged to you within five (5) days of membership approval and will only be

refundable if you terminate your membership within the first thirty (30) days following membership approval. **Certain restrictions apply.** Please read the restrictions carefully by following the link provided above.

- 4.3** If at any time you wish to cancel your Zipcar membership, please contact us by phone or by email as stated in 7.1.
- 4.4** The Member is required to pay all fees and costs incurred when due, including, without limitation, application fees, damage waiver fees (if applicable), membership fees (which are automatically charged when due), driving charges (including but not limited to mileage overage and surcharge and/or toll fees), parking charges incurred whilst parking any Zipcar vehicle in an area that is not within the Designated Parking Zone or a Dedicated Parking Space or while parking any Zipcar vehicle in an area where the parking permit provided by Zipcar is not valid, value added taxes and other taxes and levies on any of the fees, costs and charges incurred by a Member. Please refer to **Schedule 4: Additional Charges Schedule** for further details of these fees, costs and charges.
- 4.5** Members are billed for amounts due via credit card, debit card, direct debit or other means as established by Zipcar. Any Member account which is overdue will be suspended. If payment of any amount due is rejected by the credit or debit card provided by the Member or not paid via the direct debit set up by the Member, membership, and the use of Zipcar's services, may be suspended. Members are responsible for providing and maintaining current credit card, debit card or direct debit information on file with Zipcar. Ongoing issues with credit card, debit card or direct debit billings may result in termination of membership. Under no circumstances will Zipcar be responsible for any overdraft or other fees charged by a Member's credit or debit card company or bank. For overdue accounts, Zipcar may also change when payment is due and/or terminate the Member's account. In addition, Zipcar may engage third parties to collect amounts owed to Zipcar by a Member and the Member will also be responsible for any collection or similar fees associated with these collection activities. Zipcar also reserves the right to charge interest on overdue charges at the applicable legal interest rate plus four per cent (4%).
- 4.6** Zipcar may use any information that a Member has provided, including any personal information, for the purposes of processing and collecting payment under this Contract, monitoring fraud and dealing with any issues before, during and after membership. For more details concerning the processing of your personal data, please read our **Privacy Policy**.
- 4.7** Members are responsible for providing and maintaining current email, mobile phone, preferred search address, mailing address and other account information. Telephone calls, live chats, email correspondence and social media communications with Zipcar may be recorded and/or monitored. By using these communication methods you are consenting to the recording or monitoring of your calls, emails and social media communications.
- 4.8** Members who do not have a UK driving licence must comply with the legal requirements for driving in the UK on a foreign licence. In addition, Zipcar may at any time require Members to demonstrate

compliance with the licencing laws of their jurisdiction of residence and/or impose further policies regarding the obligation to be licenced in their jurisdiction of residence. Zipcar reserves the right to request additional information, such as a copy of a passport or proof of address at any time.

- 4.9** If the Member's licence is suspended or revoked or becomes invalid, if the Member has any further endorsements or accidents on their driving record or if the Member is convicted of or receives a citation for driving under the influence of alcohol or drugs, dangerous or reckless driving or exceeding the relevant speed limit, the Member agrees to report such suspension, revocation, changes, conviction or citation to Zipcar immediately and the Member's right to access and/or use Zipcar vehicles under this Contract will immediately cease until further notice to the contrary by Zipcar. ***Failure to immediately notify Zipcar of any such events, or providing Zipcar with any false information may lead to the Member not being covered by Zipcar's insurance policy when driving a Zipcar vehicle and/or termination of the Member's membership with Zipcar.***

## **5. Damages, Damage Fee and Damage Fee Waivers**

- 5.1** ***Damages Generally:*** A Member is responsible for any and all damage that occurs to a Zipcar vehicle while in the Member's possession or control (including the entire time the vehicle is reserved under the Member's account), ***even if damage is weather-related, caused by a third party or arises from similar causes.*** The Member is also responsible for the full value of any damages or injuries caused to third parties or their property. Such damages include, without limitation, the repair costs (estimated or actual) for the Zipcar vehicle and third party property, injuries to third parties, costs associated with the recovery or transportation of Zipcar vehicles, and the loss of use of Zipcar vehicles or third party property. However, as described in **clause 6** below, Zipcar provides insurance that, in general, covers most damages arising from a Member's use of Zipcar vehicles and the Member's liability for damages will generally be limited to the Damage Fee described in **clause 5.2** below. ***If, however, a Member fails to abide by the terms and conditions of this Contract, the insurance coverage Zipcar provides may not apply, which may make the Member responsible for the full cost of any accident or incident and any damage arising from such accident or incident.***
- 5.2** ***Damage Fee:*** Assuming a Member's compliance with all of the terms and conditions of this Contract, the Member's responsibility for the damages described in **clause 5.1** shall be limited to the damage fee (the "**Damage Fee**") associated with the Member's driving/membership plan and/or the type of Zipcar vehicle used by the Member in the amount as set out in **Schedule 5: Membership and Driving Rates Schedule**. Members will be responsible for up to the full amount of the Damage Fee for actual, estimated or projected expenses, whether or not an actual claim is made or processed, unless the Member has purchased a Damage Fee Waiver.
- 5.3** ***Damage Fee Waivers:*** For an additional charge, **eligible** Zipcar Members have the option to purchase a Damage Fee Waiver ("DFW") to reduce their financial responsibility for damages

**arising from the Members use of Zipcar vehicles. The purchase of a DFW is optional and may be declined. A DFW is not insurance and does not provide or alter insurance coverage.**

If a Member purchases a DFW, Zipcar will waive that Member's responsibility for all or a portion of the applicable Damage Fee, based upon the buy down amount (all or partial) of the DFW purchased. A DFW applies only to the specific Member purchasing the DFW. A DFW may also be limited to specific types or classes of Zipcar vehicles. Before reserving a Zipcar vehicle, Members should confirm whether any previously purchased DFW applies to the Zipcar vehicle being used. The purchase of a DFW is non-refundable.

The cost of the DFW will vary based upon, among other things, the term/type of DFW purchased (annual, monthly or per reservation), Damage Fee reduction amount (all or partial), membership location, driving experience and similar factors. For annual or monthly waivers, the DFW is limited to the period stated at the time of purchase; after which, if you elect not to renew or repurchase or cancel a DFW, you will be once again responsible for the full Damage Fee. A per reservation DFW applies only to the specific reservation for which it is purchased and is not transferable in any manner.

The elimination or reduction of liability for the Damage Fee through the purchase of a DFW will not apply, and previously purchased DFWs may be terminated by Zipcar, if you (1) use the vehicle in violation of this Contract, including if you permit any other person to drive a Zipcar vehicle, engage in any prohibited use of a Zipcar vehicle or, purposely or through negligence (e.g. by putting the wrong type of fuel in a vehicle), damage a Zipcar vehicle or third party property; (2) have had your membership suspended or terminated by Zipcar and/or have two at fault incidents in a Zipcar vehicle involving property damage or any third party; (3) fail to close and lock all windows, doors, the bonnet and boot and the vehicle is stolen, damaged or vandalized; (4) fail to notify Zipcar immediately after an accident or loss; or (5) fail to pay any other amount due under this Contract.

## **6. Insurance**

- 6.1** Any active Zipcar Member in good standing will be provided with comprehensive motor cover when driving a Zipcar vehicle, subject to the Member fulfilling their obligations as set out in this Contract.
- 6.2** Zipcar vehicles are insured in conformity with the European Directive 2009/103/CE concerning vehicles insurance and 2010/c 332/a concerning the minimum amounts of coverage for civil liability for any driving in the European Union. Indemnity is granted under the Zipcar insurance policy to the Member and is subject to all its terms, conditions and exclusions.
- 6.3** Subject to the Damage Fee described in **clause 5.2** above, there is cover for loss or damage to the Zipcar vehicle. However there is no cover for any damage caused by unreasonable carelessness or

negligence. In these instances the Member will be fully liable for the cost of repair and/or replacement and any related costs.

**6.4** The following items are not covered by the insurance: damage to a Zipcar vehicle's tyres, windscreens, windows or fuel contamination. Members will be fully liable for the cost of any such repairs including replacement parts.

**6.5** In addition, there is no cover for the theft of personal belongings from a Zipcar vehicle, or any personal accident benefits.

**6.6** For further information on the comprehensive motor cover please contact us by email as set out in 7.1.

## **7. Term and Termination**

**7.1** This Contract shall commence upon the acceptance by Zipcar of the Member's completed membership application and the payment by the Member of any applicable fees. The term of this Contract shall continue until such time as membership is cancelled in accordance with this **clause 7**. The Member has the right to cancel this Contract within fourteen (14) days without giving any reason. The cancellation period will expire after fourteen (14) days from the day of commencement of this Contract. To exercise the right to cancel, the member must inform Zipcar of its decision to cancel this Contract by a clear statement by email to [services@zipcar.co.uk](mailto:services@zipcar.co.uk) or by calling us at **0333 240 9000**. The Member may use the model cancellation form provided in **Schedule 6**, but this is not obligatory.

**7.2** If a Member cancels this Contract and its membership within the cancellation period and before we provide any vehicle sharing services to the Member, we will reimburse all payments received from the Member.

**7.3** A Member can request vehicle sharing services to be provided during the cancellation period. If we provide vehicle sharing services during the cancellation period, the Member will still have the right to cancel this Contract during the cancellation period in which case (a) Zipcar will refund a prorated portion of the Member's annual or monthly membership fee (as applicable) and such refund shall be calculated with reference to the date that the cancellation is exercised, and (b) the Member will be responsible for paying to Zipcar any charges incurred for the use of Zipcar's vehicles during the cancellation period and any other charges and/or fines incurred by the Member connected to the use of Zipcar's vehicles during the cancellation period.

**7.4** After expiry of the cancellation period, a Member may terminate this Contract and its membership upon one (1) days' prior notice by calling us. Please note that no monthly, annual, application or similar fee will be refunded in the event of termination by the Member after expiry of the cancellation period, except as specifically provided in this Contract.



**7.5** In addition to the termination provisions set forth in **clause 7.6** below, Zipcar may terminate this Contract at any time upon no less than thirty (30) days' notice to the Member, in which event Zipcar will, if applicable, refund a prorated portion of the Member's annual membership fee for the year of termination. With respect to any termination or cancellation of this Contract, the Member shall remain responsible for any fees, costs or expenses incurred prior to termination of this Contract.

**7.6** Zipcar may also, upon notice to the Member, immediately terminate this Contract if the Member (a) fails to pay any sum due under this Contract, (b) fails to comply with any term or condition specified in the Contract or any Rules, (c) is involved in an incident with a Zipcar vehicle that, in Zipcar's reasonable discretion, renders the Member ineligible or inappropriate for continued membership, (d) engages in any activities or conduct that Zipcar, in its reasonable discretion, determines to be inappropriate, negligent, offensive, abusive or otherwise unacceptable; or (e) is not paying the Member's debts as such debts generally become due, becomes bankrupt or insolvent, files or has filed against the Member a petition (or other document) under any bankruptcy or insolvency law or similar law that is unresolved within sixty (60) days of the filing of such petition (or document), proposes any dissolution, liquidation, composition, financial reorganisation or recapitalisation with creditors, makes a general assignment or trust mortgage for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession of any of the Member's property or business. No membership or other fees will be refunded in the event of termination pursuant to this **clause 7.6**.

**7.7** Upon termination, all of the Member's rights to use Zipcar's services and vehicles shall immediately terminate. The Member agrees to return immediately to Zipcar any vehicle or any other property of Zipcar that the Member has in the Member's possession, including, if requested, all Zipcards. Additionally, the Member shall be responsible for and agrees to pay any legal fees, court costs or expenses associated with enforcing the terms of this Contract, whether upon termination or otherwise (including, without limitation, any costs relating to recovering any of the foregoing property or any amounts due and owing to Zipcar).

## **8. Limitations of Liability**

**8.1** Subject to **clause 8.5** below, Zipcar shall not be responsible for any loss of, or damage to, any goods in or on the vehicle or in or on any third party vehicle (unless any loss or damage is due to our negligence or failure to carry out our obligations under this Contract).

**8.2** Subject to **clause 8.5** below, Zipcar shall not be responsible for any personal injury or death in relation to you or any third party arising from the use of a Zipcar vehicle.

**8.3** Subject to **clause 8.5** below, Zipcar is not liable to a Member under or in connection with this Agreement whether for tort (including negligence), breach of contract, misrepresentation or otherwise, for:

- a. Loss or damage incurred by the Member as a result of any claims made by a third party, unless such loss or damage incurred is due to our negligence or failure to carry out our obligations under this Contract;

- b. Loss or damage incurred by the Member arising from or in relation to either (i) the reservation, supply, operation or use of a Zipcar vehicle or (ii) any vehicle accessories whether supplied by Zipcar or by a Member (luggage racks, bicycle racks, baby seats and the like – the Member is responsible for the safe installation of such accessories and must check the condition of such accessories before each use), unless such loss or damage incurred is due to our negligence or failure to carry out our obligations under this Contract; or
- c. Loss of profit, revenue, goodwill, business opportunity or anticipated saving suffered by the Member, even if foreseeable or if Zipcar has been advised of the possibility of such losses.

**8.4** Subject to **clause 8.5** below, in no event shall Zipcar's total aggregate liability under or in connection with this Agreement, whether for tort (including negligence), breach of contract, misrepresentation or otherwise:

- a. for third party property damage, exceed the amount of five million pounds sterling (£5,000,000); and
- b. for all other loss or damage, exceed an amount equal to the aggregate membership and vehicle usage fees paid and payable by the Member during the twelve (12) month period prior to the first date on which an event giving rise to the liability occurred.

**8.5** Nothing in this Agreement shall limit or exclude Zipcar's liability for personal injury or death arising out of its negligence or the negligence of its employees, agents or subcontractors, for fraud or fraudulent misrepresentation, or for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

**8.6** Any liability of Zipcar which falls within **clause 8.5** will not be taken into account in assessing whether the financial limits in **clause 8.4** have been reached.

## **9. Miscellaneous Provisions**

**9.1** By applying for membership and becoming a Zipcar Member, the Member represents and warrants to Zipcar that the Member has received all explanations as the Member may have reasonably requested concerning the content of this Contract, including all Schedules, and that the Member has carefully reviewed and understands the Member's commitments and obligations hereunder. The Member also represents that the Member has reviewed and understands the Zipcar **Privacy Policy** and acknowledges that any information shared by, or collected from or about, the Member may be

used by Zipcar in accordance with the terms of the **Privacy Policy** as it may be amended from time to time.

- 9.2** The rights granted to the Member under this Contract are not assignable or transferable, in whole or in part. Any attempt to transfer this Contract without the written consent of Zipcar shall be void and of no force and effect.
- 9.3** Zipcar may transfer its rights and obligations under this Contract to a member of the Avis Budget Group. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this Contract. If you are unhappy with the transfer you may contact us by email or by phone to end the contract within fourteen (14) days of us telling you about it and we will refund to you any payments you have made in advance for services not provided.
- 9.4** No delay or omission by Zipcar to exercise any right or power occurring upon any non-compliance or default by the Member with respect to any of the terms of this Contract shall impair any such right or power or be construed to be a waiver thereof. Any waiver by Zipcar of any covenant, condition, or agreement to be performed by the Member shall not be deemed to be a waiver of any prior or subsequent breach of the same, or of any other covenant, condition, or agreement hereunder. Unless stated otherwise, all remedies provided for in this Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.
- 9.5** If any term, provision, covenant or condition of this Contract is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if this Contract had been executed with the invalid portion eliminated. The parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- 9.6** A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 9.7** This Contract is governed by the laws of England and Wales. All disputes hereunder shall be resolved solely in the English courts. The parties hereby consent to the exclusive jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defences otherwise available.
- 9.8** Any notices or communication required or permitted to be given to the Member shall be in writing and shall be sufficiently given if delivered by email or mailed to the Member at the email or postage address provided to Zipcar in the Member's completed application or as updated by the Member and on file with Zipcar. Any notices or communication required or permitted to be given to Zipcar shall be in writing and shall be sufficiently given if delivered via email or sent by registered post as follows:

Zipcar (UK) Ltd. (Company Registration Number 04525217)  
Melbury House

51 Wimbledon Hill Road  
London  
SW19 7QW  
Email Address: [services@zipcar.co.uk](mailto:services@zipcar.co.uk)

Any notice delivered via email shall be deemed to have been received on the first business day after which it was sent, unless the sending party is notified that the email address is invalid. Any notice sent by letter shall be deemed to have been received on the fourth business day after it was posted.

## Schedule 1: Rules of Vehicle Use

In addition to the Rules and obligations set forth in the Zipcar Contract, Members are required to take careful note of, and abide by, the Rules set forth in this **Schedule 1**. All applicants for membership with Zipcar should read and understand these Rules before they apply and before they pay any applicable application and/or membership fees. By becoming a Member or continuing to be a Member, you are deemed to have accepted and agreed to abide by all of the following Rules. Capitalised terms used in this **Schedule 1** shall have the same meaning assigned to such terms in the Contract.

### 1. Persons Permitted to Use Vehicles

Only properly licensed active Zipcar Members in good standing are allowed to drive Zipcar vehicles. Non-Members are expressly prohibited from driving a Zipcar vehicle at any time. Only Members may drive a Zipcar vehicle that has been reserved under their own Zipcar member account. Members are expressly prohibited from driving Zipcar vehicles reserved under another Member's account.

### 2. Prohibited Uses

2.1 The use of a Zipcar vehicle under the following conditions is prohibited:

- a. use of a Zipcar vehicle off-road, or for racing, pace making, testing the vehicle's reliability or speed, teaching someone to drive or in connection with motor rallies, competitions or trials;
- b. towing of any trailer or other vehicle;
- c. carriage of passengers for hire or reward;
- d. by any person who is under the influence of (i) alcohol or (ii) any drug or medication under the effects of which the operation of a vehicle is prohibited or not recommended;
- e. in the carrying out of any crime or for any other illegal activity or purpose;
- f. in an imprudent, negligent, or abusive manner or any other abnormal use of the vehicle;
- g. by any person who has provided Zipcar with false information or whose representations are determined to be false (including, without limitation, regarding his/her name, age, or address);
- i. carrying a number of passengers that exceeds the designed seating capacity of the vehicle or baggage or other items that would cause the vehicle to be overloaded;
- j. carrying or transporting any hazardous, toxic, flammable, dangerous or illegal materials;
- k. driving while using a mobile communication device that may distract you from driving, including driving while texting, emailing, using a cell phone without a hands-free device or otherwise engaging in similar activities that may be prohibited by applicable law;
- l. in connection with the motor trade;

- m. carrying or transporting third party goods for payment (for example, providing courier or delivery services); and
- n. transporting professional sports persons or professional entertainers.

**2.2** The foregoing examples are not intended to be exhaustive. Any unreasonable or inappropriate use of a Zipcar vehicle, as determined by Zipcar in its sole discretion, may be deemed a violation of these Rules. Without limiting the foregoing, Members must always use Zipcar vehicles in accordance with all highway and other applicable laws and regulations. Zipcar may report to the authorities any use of a Zipcar vehicle or other activities that are in violation of applicable laws and/or regulations.

**2.3** Zipcar may immediately suspend or terminate the use of its service by any Member for a violation of any of these Rules. Upon suspension or termination, any existing reservations for the Member may be cancelled by Zipcar at its sole discretion. In addition, Members will be responsible for any and all costs, charges, fees and expenses incurred by Zipcar as a result of a breach of any of these Rules.

### **3. Reserving Zipcar Vehicles**

Reservations will be made in accordance with **Schedule 2 (Special Conditions - Zipcar Flex)** or **Schedule 3 (Special Conditions – Zipcar Roundtrip)** as applicable.

### **4. Vehicle Condition**

**4.1** Prior to taking possession of a vehicle, you must do an exterior walk-around and an interior look-over. Before driving the vehicle, you **must** notify Zipcar of any damage or abnormality encountered on the vehicle or in the operation of the vehicle. Without limiting the foregoing, you should report to Zipcar any warning lights that stay on after the ignition is engaged, any indication of leaking fluids near the vehicle, any cracks or chips in the windscreen, missing or inoperable signal or driving lighting, broken or missing rear-view mirrors, any other condition that may render the vehicle unsafe to operate, and any other damage that is not recorded in the vehicles damage log located in the vehicle (the "**Damage Log**"). If you observe any damage that is not reported in the Damage Log, you are required to inform Zipcar of such damage prior to driving the vehicle in the required manner as set out on our **website**.

**4.2** If Zipcar is not notified of a problem before you take possession of a vehicle and/or driving the vehicle, you will be deemed to be responsible for any problem with the vehicle discovered or reported after your reservation, including, without limitation, damage to the vehicle, lack of cleanliness or low fuel. You may be charged the Damage Fee, a Repair Fee, a cleaning fee, low fuel fee or other applicable fees, and Zipcar may suspend, or may even terminate your membership.

**4.3** The key, key fob or other starting device to the vehicle must remain in the vehicle and/or be returned to its designated position within the vehicle at the conclusion of the reservation. The vehicle must be locked using the vehicle key at all times when it is not in use during your reservation. Using the Zipcard or Zipcar App to lock the vehicle ends your reservation. You must advise Zipcar immediately if you fail to leave the key/fob/starting device, fuel card or parking pass (if applicable) in the vehicle.

You will be charged the relevant rate for the vehicle until you notify Zipcar in the required manner as set out on the [website](#) and you will remain responsible for the vehicle during such period. You may also be charged a fee to replace any of the items missing from the vehicle.

## **5. Stolen Vehicles**

Stolen vehicles must be immediately reported to Zipcar by calling us and the Zipcard must be immediately returned to Zipcar as proof that you had the Zipcard secured when the vehicle was stolen.

## **6. Belongings and Lost Property**

You must check that you have not left any belongings in the Zipcar vehicle. Zipcar makes reasonable effort to reunite lost belongings with their owner; however, Zipcar shall not be held liable for any belongings left in a vehicle or stolen from a vehicle, and you agree not to hold Zipcar responsible for any such belongings, whether they are your belongings or the belongings of any third party. Any items found in a vehicle by Zipcar will be logged and held by Zipcar for a period of no less than one (1) month. Belongings not claimed within this period will be passed on to charity or disposed of at the discretion of Zipcar.

## **7. Charging Electric Powered Vehicles**

For electric powered vehicles, you are also required to plug-in the vehicle to the vehicle's charging station at the end of the reservation. Failure to do so may result in additional fees as described in the [Additional Charges Schedule](#).

## **8. Refuelling and Eligible Expenses**

See **Schedule 2 (Special Conditions – Zipcar Flex)** and **Schedule 3 (Special Conditions – Zipcar Roundtrip)** for when you may be responsible for refuelling a Zipcar vehicle and the Eligible Expenses that we may reimburse depending on whether you are using a Zipcar vehicle under the Zipcar Flex or Zipcar Roundtrip.

## **9. Maintenance/Cleanliness**

**9.1** Zipcar will perform all necessary and required routine maintenance on all of its vehicles. However, Members are responsible for the internal cleanliness of vehicles by removing rubbish and we expect Members to assist in helping us to maintain the driving safety and performance of the vehicle, in particular during longer reservations or when the vehicle indicates that service or maintenance is required, by calling us.

**9.2** Vehicles may require Roadside Assistance from time to time. Zipcar provides Roadside Assistance support as part of our service. If, however, a Member's need for Roadside Assistance results from a breach of this Contract or a violation of Zipcar Rules, the Member may be charged for the costs of the service.

**9.3** Atypical noises or driving feel, including but not limited to warning lamps, indicators, inappropriate or strange engine or other mechanical sounds, performance changes or unusual driving feel, must be reported to Zipcar as soon as noted by calling us. Failure to report such irregularities during the use of a Zipcar vehicle may result in the Member's immediate suspension or termination of membership as well as the Member being responsible for any damages resulting from the continued use of the vehicle despite such irregularities. Such damages are not limited to the Damage Fee and are not covered by Zipcar's insurance or a Damage Fee Waiver.

## **10. Breakdown or Incidents**

**10.1** All breakdowns, accidents or similar incidents involving Zipcar vehicles must be reported to Zipcar immediately by phone.

**10.2** *Breakdown and Roadside Assistance.* When using a vehicle, you must follow the owner manual's instructions. If a problem arises that prevents or limits the use of the vehicle or that may compromise safety, you must immediately notify Zipcar and follow Zipcar's instructions. Members may pay for towing, repairs, and other expenses, if authorised by a Zipcar representative (in which case these amounts will be considered Eligible Expenses reimbursable as provided in **Schedules 1, 2 and 3** as applicable), or, if approved by Zipcar's representative, you may charge them to Zipcar's account with the applicable service vendor.

**10.3** *Jump start.* It is strictly forbidden to perform or receive a jump start to any Zipcar vehicle or to use a Zipcar vehicle to perform a jump start to any other vehicle. You are fully responsible for any loss, liability and/or damage that may result from a breach by you of this **Section 10.3**.

**10.4** *Accident.* In case of an accident the Member must call Zipcar immediately and complete [Zipcar's incident report](#) form and obtain the following information:

- a. Date, time, and place of accident;
- b. The number plates of any other vehicles involved, their make and year, their identification number (serial number), and the insurance certificate's number (with name, address and phone number of the insurance agent);
- c. The names, addresses, and driver's licence numbers of the persons involved in the accident;
- d. The name, address, and driver's licence number of the owner of the car (if he or she is not the driver);
- e. The name, addresses, and phone number of witnesses, passengers, and any other involved persons; and
- f. Circumstances of the accident.

Depending upon the severity of the accident, the Member may also be required to fill out and obtain an official police report form, and, if possible, provide a jointly agreed-upon statement.



- 10.5** *Investigation and procedure.* Members must provide to Zipcar and any other claims adjustment service the findings of any report or any notice relating to a claim or a lawsuit against Zipcar regarding any accident involving a Zipcar vehicle. Members agree to cooperate fully with Zipcar in the investigation and defence of any such claim or lawsuit. A Member's account will be suspended until the investigation has been concluded.
- 10.6** The Member shall be responsible for the costs related to the repair, recovery, and loss of use of any Zipcar vehicle and all third party injuries and property damages resulting from any of the foregoing, up to the current Damage Fee as set forth in the **Rate Schedule** (except to the extent a DFW has been purchased). Estimates for any costs will be available to the Member for review and costs may be assessed in advance of repair. **Please note** that, as provided in **clause 5.1** of the Contract, a Member may be responsible for all applicable damages and costs arising from the Member's failure to comply with the terms of the Contract.

## **11. Traffic Violations**

- 11.1** You are responsible for any traffic violations incurred during your reservation or as a result of your use of a Zipcar vehicle. These include, but are not limited to parking, speeding, red light, photo enforcement, and toll violations. You are liable for all penalties/fees from any such violation, including fines for late payment and any processing penalties/fees added by the issuing municipality. You are liable for payment of all tolls and any fines for toll evasion. Wherever possible it is the Member's responsibility to pay the relevant authorities directly. Zipcar may impose a fee in connection with processing any such violations. See our **Additional Charges Schedule**. You must report such violations to a Zipcar representative as soon as possible within the prescribed deadline for the violation (for example, if the case is being taken to court).
- 11.2** You must notify Zipcar of any traffic violation notices found on a vehicle at the time of pickup of the vehicle. All unreported traffic violations will be the responsibility of a Member if they occur during the time period during which such Member is using or is responsible for the Zipcar vehicle.
- 11.3** At the end of your use of a Zipcar vehicle and/or reservation, you must not leave a vehicle in a zone which has parking restrictions or which is not within the Designated Parking Zone or a Zipcar Roundtrip vehicle anywhere which is not its Dedicated Parking Space. If you leave the vehicle in such a restricted zone, you must immediately notify Zipcar, and you will be responsible for any and all violation notices, parking charges or towing charges incurred by Zipcar.
- 11.4** Where a violation, incurred during the Member's reservation period or after it as a result of failure to adhere to parking regulations, is sent directly to Zipcar, Zipcar will either pay the penalty/fee on behalf of the Member and then add the penalty/fee to the Member's account or Zipcar may, if permitted by the authority issuing the violation, transfer liability for the penalty/fee notice to the Member and the Member will then be wholly responsible for all correspondence with the appropriate authority and any penalties/fees due. Zipcar will always inform a Member which one of these two courses of action it has taken, and will endeavour to provide notice to Members before it pays any penalties/fees attributable to them. Once paid by Zipcar, it may not be possible for the Member to challenge the penalty/fee. The right to appeal, or transfer liability, on any traffic or parking charge

issued by any authority or body belongs to Zipcar and will be at Zipcar's absolute discretion. In the case of speeding notices or traffic violations, Zipcar is obliged by law to pass on the offending Member's details to the police who will then contact the Member directly.

## **12. Access Card/Unlocking of the Vehicle by Zipcar**

Members must use the Zipcar app to lock and unlock Zipcar vehicles at the start and the end of their reservation. In the case of Zipcar Roundtrip Members may use a Zipcard to lock and unlock Zipcar vehicles. It is recommended that Members carry their Zipcard at all times. Vehicle-rental/hire companies, service stations, and other businesses that have relationships with Zipcar may require Members to present their Zipcard to receive services. Zipcar may agree to remotely unlock or lock a vehicle for a Member who has forgotten or lost his/her Zipcard, at the start or end of the reservation period. Zipcar may make a charge for locking or unlocking the vehicle remotely, see our **Additional Charges Schedule**.

## **13. Smoking and Pets**

Zipcar vehicles are smoke-free and smoking is strictly prohibited in a Zipcar vehicle. Pets are also prohibited, unless they are transported in locked pet carriers. Members are subject to **Additional Charges** if evidence of smoking or pets is found in Zipcar vehicles. If a Member smokes or permits any other person to smoke in a Zipcar vehicle, the Member's membership may be terminated.

## Schedule 2: Special Conditions – Zipcar Flex

In addition to the Rules and obligations set out in the Zipcar Contract and **Schedule 1**, Members are required to take careful note of, and abide by, the Rules set out in this **Schedule 2** when using a Zipcar vehicle under Zipcar Flex.

### 1. Reserving Flex Zipcar Vehicles

- 1.1. Members may reserve Zipcar Flex vehicles on the Zipcar app in advance and allow up to a fifteen (15) minute pre-rental hold period before picking up and using the Zipcar Flex vehicle. Zipcar does not guarantee the availability of any Zipcar Flex vehicle but will use reasonable endeavours to ensure reasonable availability of Zipcar Flex vehicles for its Members.
- 1.2. If you have not made a reservation in advance and the Zipcar app shows that there are available Zipcar Flex vehicles, you may reserve the Zipcar Flex vehicle using the Zipcar app to take possession of the Zipcar vehicle at your convenience. Zipcar Flex vehicles must be reserved via the Zipcar app prior to accessing and taking possession of a Zipcar Flex vehicle.
- 1.3. The minimum rental period is one minute. The maximum rental period is two (2) consecutive days. Renting a vehicle for back to back multi day rentals is prohibited. Use of a vehicle for a period of longer than two (2) consecutive days may be authorised at Zipcar's discretion and must be arranged with a Zipcar representative in advance by calling us.
- 1.4. **Cancelling a Reservation**

No more than two (2) pre rental hold period cancellations in any period of twenty four (24) hours are allowed. Pre rental hold period cancellations beyond this may be subject to certain charges and/or cancellation fees, as further described in the **Additional Charges Schedule**.

### 2. Vehicle Pick-up, Return and Charges

- 2.1 You must pick up the selected vehicle at the parking space where the selected vehicle is parked as indicated on the Zipcar app and, after you have completed your trip and no longer require the Zipcar Flex vehicle, you can leave it parked, secured, clean (rubbish removed), with at least a quarter tank of fuel, and in good working order, within the Designated Parking Zone.
- 2.2 You are responsible for all charges and costs incurred related to the Zipcar Flex vehicle for the entire period of the reservation. You will be charged until you have successfully ended your trip and locked the Zipcar Flex vehicle using the Zipcar app.
- 2.3 When a Member wants to end its use of a Zipcar Flex vehicle, the Member can end their trip and lock the Zipcar Flex vehicle by using the Zipcar app. The Member will only be able to end their trip when the Member has parked the Zipcar Flex vehicle in the Designated Parking Zone. If a Member has parked the Zipcar Flex vehicle in the Designated Parking Zone and is not able to end their trip, the Member should immediately contact us by phone.

- 2.4 The vehicle must be parked, secured, closed, locked and serviceable (all accessories off, key out of ignition and in proper place, all windows, doors, hatches, sunroofs and other openings closed, fuel card, parking pass and other accessories in the vehicle) and returned to the Designated Parking Zone.
- 2.5 All charges or fines incurred by leaving a Zipcar Flex vehicle outside the Designated Parking Zone, shall be charged to the Member and the Member will be responsible for the payment of those charges and/or fines.
- 2.6 Members will be charged for driving Zipcar vehicles using the following pricing structure: **Zipcar Flex rates**.

### 3. Eligible Expenses

An "**Eligible Expense**" is defined in this **Schedule 2** as an expense that is authorised in advance by a Zipcar representative. If you pay for an Eligible Expense, you must keep the actual receipt reflecting the item or service purchased and the date and time of purchase (which must be during your reservation), and note on it the odometer reading at the time of the purchase. Please print your name on the receipt and email the receipt to us within thirty (30) days of your reservation and we will credit such amount to the relevant bank account number, credit or debit card you have on file for the applicable reservation. No credit or refund will be given without a receipt, or if the receipt is submitted thirty (30) days or more after the reservation date.

### 4. Taking a Zipcar Flex Vehicle Abroad

Driving a Zipcar Flex vehicle outside of England, Scotland and Wales without written permission from Zipcar is prohibited.

## Schedule 3: Special Conditions – Zipcar Roundtrip

In addition to the Rules and obligations set out in the Zipcar Contract and **Schedule 1**, Members are required to take careful note of, and abide by, the Rules set out in this **Schedule 3** when using a Zipcar vehicle under Zipcar Roundtrip.

### 1. Reserving Zipcar Roundtrip Vehicles

**1.1** Members must always reserve Zipcar vehicles online at the **website** or on the Zipcar app in advance before picking up and using the Zipcar Roundtrip vehicle. Zipcar does not guarantee the availability of any Zipcar Roundtrip vehicle but will use reasonable endeavours to ensure reasonable availability of Zipcar Roundtrip vehicles for its Members.

**1.2** If you have not made a reservation in advance and the Zipcar app shows that there are available Zipcar Roundtrip vehicles, you may reserve the Zipcar Roundtrip vehicle and then swipe in with your Zipcard or Zipcar app to take possession of the Zipcar Roundtrip vehicle at your convenience. Zipcar Roundtrip vehicles must be reserved via the **website** or Zipcar app prior to swiping in and taking possession of a Zipcar Roundtrip vehicle.

**1.3** The minimum period for which a Zipcar Roundtrip vehicle may be reserved is one (1) hour. If the Zipcar Roundtrip vehicle is available, a reservation may be extended in half-hour increments thereafter as provided in **Section 1.4** below. The maximum rental period is seven (7) consecutive days. Use of a vehicle for a period longer than seven (7) consecutive days may be authorised at Zipcar's discretion and must be arranged with a Zipcar representative in advance by calling us. Consecutive (back to back) reservations in the same Zipcar Roundtrip vehicle will be treated as a single reservation with continuous usage and will be billed accordingly.

#### 1.4 Extending a Reservation

If you wish to extend a reservation, you may do so only if (i) the vehicle is available for use for the extension period (for example, it is not reserved by another Member), (ii) the request to extend is completed prior to the scheduled expiration time of your existing reservation and (iii) you have sufficient credit/funds available on the credit/debit card used to make the reservation to pay for the extension.

#### 1.5 Cancelling a Reservation

If you wish to cancel a reservation or shorten the period for which a vehicle has been reserved, (a) for a reservation of less than eight (8) hours, you must do so at least three (3) hours before the scheduled start time of the reservation and (b) for reservations of eight (8) hours or more, you must do so at least twenty four (24) hours before the scheduled start time of the reservation. If you cancel or shorten a reservation outside of the applicable window, you may be subject to certain charges or cancellation fees, as further described in the **Additional Charges Schedule**.

## 2. Vehicle Pick-up, Return and Charges

- 2.1 You must pick up the selected vehicle at the Dedicated Parking Space as indicated on the Zipcar app or website and, after you have completed your trip and no longer require the Zipcar Roundtrip vehicle, you can leave it parked, secured, clean (rubbish removed), with at least a quarter tank of fuel, and in good working order, at the correct Dedicated Parking Space by no later than the end time of your reservation.
- 2.2 You are responsible for all charges and costs incurred related to the Zipcar Roundtrip vehicle for the entire period of the reservation and until you notify Zipcar of the end of use by the required manner indicated on the Zipcar app or [website](#).
- 2.3 The vehicle must be parked, secured, closed, locked and serviceable (all accessories off, key out of ignition and in proper place, all windows, doors, hatches, sunroofs and other openings closed, fuel card, parking pass and other accessories in the vehicle) and returned to the its Dedicated Parking Space.
- 2.4 Zipcar Roundtrip vehicles must be returned no later than the end time of the reservation and the Member is required to swipe out of the vehicle using the Zipcard or Zipcar app. Members will be charged until they have successfully swiped out of the Zipcar Roundtrip vehicle.
- 2.5 The Member will be billed for the full amount of the reservation time period, even if the vehicle is returned early. Should a vehicle be returned late, the reserving Member will be responsible for late fees as described in the [Additional Charges Schedule](#).
- 2.6 Members will be charged for driving Zipcar Roundtrip vehicles using the following pricing structure: [Membership and Driving Rates Schedule](#)

## 3. Refuelling Petrol/Diesel Powered Vehicles

- 3.1 When you use a Zipcar Roundtrip vehicle, Zipcar is responsible for the cost of fuel (subject to mileage overage fees that may apply to a reservation – see the [Additional Charges Schedule](#) for further detail), but Members are required to fill up petrol/diesel powered Zipcar Roundtrip vehicles if the fuel tank drops below one quarter of a tank. We provide you a fuel card for this purpose. If the fuel card is missing or not functioning, Zipcar will reimburse you for the actual cost of fuel if you pay for it yourself in accordance with **Section 4** below.
- 3.2 Members must, when returning the vehicle, ensure that the tank is at least one quarter full; you will be charged a fee in accordance with the [Additional Charges Schedule](#) if the vehicle is returned with less than one quarter of a tank of fuel.

**3.3** Zipcar fuel cards may only be used to fuel Zipcar Roundtrip vehicles and, as provided in **Section 5.2** below, for cleaning the exterior and/or interior of the vehicle, and may not be used for any other purpose.

**3.4** *Members must ensure that they use the correct fuel when refuelling the vehicle (petrol or diesel). Fuel decontamination costs and any other damage or costs (including road side assistance or recovery) arising from the use of the incorrect fuel are not limited to the Damage Fee and are not covered by Zipcar's insurance or a DFW.*

## **4. Eligible Expenses and Maintenance/Cleanliness**

### **4.1 What is an "Eligible Expense"?**

An "Eligible Expense" is defined in this **Schedule 3** as (a) an expense incurred by the Member for minor (under £15) routine maintenance and repairs on Zipcar Roundtrip vehicles as described in **Section 5.1**, (b) the cost of fuel when the fuel card is missing or not functioning and (c) any other expense that is authorised in advance by a Zipcar representative.

### **4.2 Recovering an Eligible Expense**

If you pay for an Eligible Expense, you must keep the actual receipt reflecting the item or service purchased and the date and time of purchase (which must be during your reservation), and note on it the odometer reading at the time of the purchase. Please print your name on the receipt and email the receipt to us within thirty (30) days of your reservation and we will credit such amount to the relevant bank account number, credit or debit card you have on file for the applicable reservation. No credit or refund will be given without a receipt, or if the receipt is submitted thirty (30) days or more after the reservation date.

## **5. Maintenance, Repairs and Cleanliness**

### **5.1 Maintenance and Repairs**

Members must be responsive to all warning lights, chimes and other indicators and alerts. While Zipcar will provide regular servicing and maintenance of the Zipcar Roundtrip vehicles, Members are expected to assist in routine maintenance (such as by checking fluid levels, filling the windscreen washer fluid), and to make, or have made, minor repairs to help ensure that the vehicle is safe for use (for example, by changing wiper blades and light bulbs while the vehicle is in your possession). The cost of such minor maintenance and repairs will generally be considered Eligible Expenses reimbursable in accordance with **Section 4** above.

## **5.2 Cleanliness**

Members are also expected to maintain the cleanliness of the exterior and interior of the Zipcar Roundtrip vehicles. Zipcar will reimburse you for up to £10 for washing the vehicle and a Member may use the fuel card in the vehicle to pay for an exterior washing of the vehicle and windows up to a maximum of £10.

## **6. Taking a Zipcar Roundtrip Vehicle Abroad**

- 6.1** Driving a Zipcar Roundtrip vehicle in countries other than England, Scotland and Wales without written permission from Zipcar and a valid "vehicle for hire" certificate for the duration of use is prohibited.
- 6.2** Members must notify Zipcar at least seven (7) days prior to departure if they intend to travel overseas during their booking. Details of the trip must be provided including dates and destination.
- 6.3** Members will be responsible for procuring any additional equipment necessary to comply with foreign driving regulations including, but not limited to, reflective jackets, warning triangles and headlamp adjusters.



## Schedule 4: Additional Charges Schedule

By joining Zipcar, the Member agrees to pay Zipcar the costs, charges, fees and expenses set out in the Contract, including specifically and without limitation those set forth in this **Schedule 4**. The following is not exhaustive and other specific fees, costs and charges may apply. The parties agree that these charges are a genuine estimate of the costs that are likely to be incurred by Zipcar in the event of the Member taking any of the actions described herein.

### 1. Returning a vehicle late (in addition to the per hour fees for use of the vehicle)

- 1.1 £35 per late hour or any part thereof, up to a maximum of £105 per late return. Only applies to Zipcar Roundtrip reservations.

### 2. Returning a vehicle with less than one-quarter tank of fuel

- 2.1 £35 if you return a Zipcar vehicle with less than one-quarter tank of fuel. Applies to both Zipcar Roundtrip & Zipcar Flex vehicles.

### 3. Charges for cancelled or shortened reservations on Zipcar Roundtrip

- 3.1 All charges will be cancelled or refunded for a reservation (i) of less than 8 hours cancelled or changed 3 hours or more before the reservation was scheduled to begin or (ii) 8 hours or longer cancelled or shortened 24 hours or more before the reservation is scheduled to begin.
- 3.2 For a reservation of less than 8 hours, if you cancel or shorten it less than 3 hours before it is scheduled to begin, you will be obligated to pay for the entire amount of the original reservation (a portion of which may appear on your invoice as a cancellation or change fee and a portion of which may appear as usage fees).
- 3.3 For a reservation 8 hours or longer, if you cancel less than 24 hours before it is scheduled to start, you will be obligated to pay for the full amount of the reservation, up to a maximum amount of one daily rate (a portion of which may appear on your invoice as a cancellation or change fee and a portion of which may appear as usage fees).
- 3.4 For a reservation 8 hours or longer, if you shorten the reservation less than 24 hours before it is scheduled to start, you will be obligated to pay for actual usage plus a cancellation or change fee equal to the remaining portion of the original reservation, with the cancellation/change fee capped at one daily rate (a portion of which may appear on your invoice as a cancellation or change fee and a portion of which may appear as usage fees).

- 3.5** In addition, Members will be charged a £2.95 Agent Reservation Charge for reservations, extensions or cancellations which are made by a Member Services representative and not through the website, smartphone or our automated phone system. Applies to both Zipcar Roundtrip & Zipcar Flex vehicles.

## **4. Damage Fee**

- 4.1** If you are involved in an accident you will be charged up to the maximum amount of your Damage Fee unless you have purchased a DFW. The Damage Fee is subject to change at Zipcar's discretion. Please see the Rate Schedule applicable to your driving plan for your current maximum Damage Fee. Please note that, as provided in Section 5.1 of the Contract, a Member may be responsible for all applicable damages and costs, including those in excess of the applicable Damage Fee, arising from the Member's failure to comply with the terms of the Contract. Applies to both Zipcar Roundtrip & Zipcar Flex vehicles.

## **5. General Fee**

- 5.1** For any violation of Zipcar Rules, Members may be charged a general fee of up to £150 per violation. In addition, the Member may be charged for any costs incurred by Zipcar (including all repair and recovery costs, legal fees, including, without limitation, attorneys' fees) (a) anytime a visit to the vehicle is required as a result of Rules violation or otherwise as the result of actions of the Member or (b) for any other failure by a Member to comply with any provision of the Contract or the Rules, other than those Rules for which a specific fee or charge is specifically provided in the Contract. Without limiting the generality of the foregoing, you will be charged a fee for any oversight, omission, or negligence on your part that inconveniences Zipcar or other Members, such as failing to return or losing the keys to a vehicle, failing to turn off a vehicle's headlights, failing to plug in an electric-powered vehicle at the end of reservation, causing or permitting damage to a vehicle which requires repair or cleaning of such vehicle (internal or external), returning a vehicle to the wrong place or leaving the car in a restricted parking zone, not paying a parking ticket, failing to advise Zipcar immediately of any theft, vandalism or damage relating to the vehicle, etc. Members charged for such costs shall be entitled to an itemized list of charges. Members may be charged for estimated costs pending final repair. Applies to both Zipcar Roundtrip & Zipcar Flex vehicles.

## **6. Other Additional Fees**

- 6.1** The following fees apply across both Zipcar Roundtrip & Zipcar Flex reservations:

<b>Processing of Offences</b>	
Replacement of Vehicle ignition key	At cost
Vehicle Towing	At cost
Call-out Fee (incl. towing incidents, at-fault damages, transfer of Zipcar Flex cars from outside of the Zipzone, etc.)	£40 incl. VAT
Offence charge (incl. speeding fine, parking ticket, etc. )	At cost
Offence charge processing fee	£10 incl. VAT
Special Cleaning charge	Minimum £50 incl. VAT
<b>Other Fees</b>	
No-Accident Letter	£15 incl. VAT
Replacement of Zipcard ID	£10 incl. VAT
Replacement of Faulty Zipcard ID	FREE

## Schedule 6: Model Cancellation Form

To: Zipcar UK Limited  
Melbury House  
51 Wimbledon Hill Road  
London  
SW19 7QW

[services@zipcar.co.uk](mailto:services@zipcar.co.uk)

I hereby give notice that I cancel my contract and membership for vehicle sharing services with Zipcar.

Name of member:

Address of member:

Signature of member:

Date: