

## **1. Introduction**

This is a Hire Agreement. It consists of the terms set out below and those set out in the Schedule on page 1 and Appendices. We agree to let and you agree to hire the Battery described in the Schedule and any replacement Battery we may supply to you under clause 5 below. Throughout the term of this Hire Agreement we shall be the owner of the Battery.

## **2. Period of Hire**

2.1 The Period of Hire shall be the fixed period specified in the Schedule.

2.2 We may by written agreement with you agree to extend the period of hire providing you let us know at least 30 days before this Hire Agreement is due to end that you wish to extend. Any such extension must be for a minimum of 3 months and this Hire Agreement is subject to a maximum term of 72 months. In the event that we agree to extend the period of hire, then new payment terms will apply in accordance with clause 4 below.

2.3 As this is a Hire Agreement you will at no stage own the Battery.

## **3. Payment**

3.1 You must pay each Rental and sums due in respect of any optional services at the times specified in the Schedule. Rentals must be paid in full, without any deduction, set-off or counterclaim or any withholding whatsoever. Punctual payment of all Rentals and any other sums which you must pay under this Hire Agreement is essential. If you fail to make a payment we will be entitled to send you a default notice. If you do not pay the arrears by the date mentioned on the default notice, this will show that you no longer consider that you are bound by the terms of this Hire Agreement. This will allow us to take any of the steps referred to in clause 13 below.

3.2 Payment of all Rentals and other sums due under this Hire Agreement must be made in arrears by Direct Debit. You must advise us immediately in writing of any change to your bank account details. If you change your bank account details it may take up to 30 days for the change to be effective.

3.3 If any Rental or other sum due to us under this Hire Agreement is not paid on time for any reason, you will pay to us interest on that sum until it is paid. Such interest will be charged at the rate of 3% per annum above Finance House Base Rate (as may vary from time to time). This rate will continue to apply even if we obtain a judgment or other court order against you.

3.4 You must pay to us our reasonable administration costs and expenses that we incur as a result of your failure to comply with any term of this Hire Agreement. These will include the costs and expenses of:

- administration, including communicating with you (whether by letter or by telephone or otherwise);
- locating you and the Battery and arranging for its inspection and collection;
- the processing of any returned direct debits; and
- legal and other costs and expenses incurred in the enforcement of this Hire Agreement including the costs and expenses of repossessing the Battery, its storage, insurance, and disposal.

These costs will be charged at our standard rates which are current at the time such costs are incurred and shall be payable immediately upon request. Details of our standard rates of charge are available upon request.

3.5 You will pay VAT on all Rentals and any other sums payable under this Hire Agreement upon which VAT is chargeable. VAT shall be payable at the rate which is current when the payment falls due. The Rentals and Hiring Excess Mileage Charges shown in the Schedule are inclusive of VAT at the rate shown in the Schedule. If the rate of VAT changes, the amounts payable shall be varied to reflect such change.

3.6 The Rentals shown in the Schedule have been calculated by us on the assumption that the rate of Corporation Tax will remain the same for the duration of the Period of Hire as the rate which is current at the date of this Hire Agreement. We will let you know what that rate is upon request. If, however, this rate varies at any time during the Period of Hire, we may, at our discretion, acting reasonably and upon written notice to you, increase or decrease the amount of each Rental which has not yet fallen due. Any such adjustment will take effect on the date specified in our written notice and will be calculated by us so that our rate of return (after tax) on our investment in the Battery will remain the same as if the rate of Corporation Tax had remained unchanged.

3.7 You must continue to pay the Rentals under this Hire Agreement if the Battery becomes unusable for any reason.

## **4. Mileage Adjustments/Additional Rentals/Excess Mileage**

4.1 At any time prior to the final 3 months of the Period of Hire we may adjust the Period of Hire or Maximum Contractual Mileage if it appears that the projected actual mileage at the end of the Period of Hire will vary substantially with the Maximum Contractual Mileage shown in the Schedule. This may be done:

4.1.1 at your request which we agree to in writing; or

4.1.2 at our option if we determine that there is a difference of more than 20% between the Maximum Contractual Mileage shown in the Schedule and projected actual mileage.

4.2 If we change the Period of Hire or Maximum Contractual Mileage we shall issue a contract modifying this Hire Agreement that

shall be binding when signed by both you and us, subject that:

4.2.1 No amendment may extend the Maximum Contractual Mileage beyond 120,000 miles.

4.2.2 No amendment may extend the Period of Hire beyond 72 months.

4.2.3 Any amendment to the Period of Hire or Maximum Contractual Mileage may require us to amend any Optional Services provided to you. We will advise you in writing if this is the case.

4.3 If we extend the Period of Hire, alter the Maximum Contractual Mileage or change your Optional Services your Rentals may be varied accordingly.

4.4 In the event that your monthly Rental payment reduces so that an adjustment for payments made is required, the amount due will be off set against future payments.

4.5 The Maximum Contractual Mileage is shown in the Schedule. If at the end of the Period of Hire the Vehicle has been driven in excess of the Maximum Contractual Mileage, then you must pay us, when we ask, the Hiring Excess Mileage Charge for each excess 60 miles or part thereof.

4.5.1 We may ask you to supply details of the recorded mileage from time to time. If we do so you must tell us the recorded mileage as soon as possible after we ask.

4.5.2 If for any reason the odometer in the Vehicle fails to work properly at any time during the Period of Hire, you must:

(a) advise us as soon as possible of the failure and tell us the recorded mileage at that date;

(b) arrange for the repair of the odometer as soon as possible; and

(c) tell us when the odometer is repaired.

4.5.3 In the event that the odometer fails, we may estimate the mileage for the purpose of calculating whether any Hiring Excess Mileage Charge is due.

4.6 For the purpose of calculating whether any Hiring Excess Mileage Charges are payable when this Hire Agreement ends for any reason prior to the end of the Period of Hire (shown under "Key Financial Information"), the Maximum Contractual Mileage shown in paragraph 3 of "Key Information" shall be reduced proportionately to the reduced term.

## **5. Delivery of the Battery to you/Replacement of Battery**

5.1 Upon collection of the Battery from the dealer, you may be required to confirm, in writing, the date of delivery of the Battery and Vehicle to you and that at the time of collection the Battery powered the Vehicle.

5.2 We may, at any time during the Period of Hire, replace the Battery with another Battery which is a similar model and which is of a similar age and charging capacity to the Battery at the time of its replacement.

## **6. Exclusion of liability**

6.1 We accept liability for death or personal injury which results directly from our own negligence. However, subject to what we say in clause 7, we shall not be liable for any loss or damage which arises from, or as a result of, any defect in the Battery.

6.2 We shall not be liable to you in respect of any loss or damage which you may suffer as a result of any delay in delivery or repair or replacement of the Battery or loss of use of the Battery. In particular we shall not be liable to you for any additional costs, fees or charges that you incur as a result of any replacement vehicle provided under clause 7.2 being an internal combustion engine vehicle (for example fuel costs, congestion charge or additional parking fees).

6.3 We shall not be liable to you for damage to private electrical installations, the Battery or the Vehicle where you have failed to comply with the manufacturer recommendations in particular (but not limited to) loss that arises as a result of your:

6.3.1 using charging equipment that does not comply with the recommendations of the manufacturer;

6.3.2 using installations that are not equipped with the correct charging equipment as recommended by the manufacturer;

6.3.3 failing to maintain the Vehicle or the Battery in accordance with the manufacturer/supplier recommendations;

6.3.4 failing to service the Vehicle as specified in the maintenance and warranty handbook;

6.3.5 carrying out repairs or maintenance yourself or through a repairer that is not authorised and such repairs failing to comply with manufacturer recommendations;

6.3.6 damaging the Vehicle/Battery through use in a sporting competition of any type whatsoever;

6.3.7 making modifications to the Battery or Vehicle.

6.4 If you enter into this Agreement as a consumer, or if, in Scotland, this Hire Agreement is a consumer contract (within the meaning of the Unfair Contract Terms Act 1977) the Battery is supplied to you with the benefit of the terms implied by Sections 7

(relating to our right to transfer possession of the Battery), 8 (relating to lettings by description), 9 (relating to implied undertakings as to quality and fitness) and 10 (relating to samples) of the Supply of Goods and Services Act 1982.

6.5 Nothing in this clause 6 shall affect the statutory rights of a consumer.

## **7. Warranties**

7.1 We shall supply you with a Battery that is in good working condition and we shall replace or repair any defective Battery providing you comply with the terms and conditions of this Hire Agreement and the manufacturer recommendations for charging and use of the Battery.

7.2 In the event that we are required to repair or replace the Battery in terms of clause 7.1 above, then whilst the Battery is being repaired or replaced we shall provide you with an alternative vehicle, however we cannot guarantee the specification of any replacement vehicle. Where possible we will try to match the specification of the Vehicle but you accept that we may only be able to supply an internal combustion engine vehicle.

7.3 We shall provide you with a Battery that has sufficient charging capacity for the term of this Hire Agreement and any extension to the term. The charging threshold is 75% of the Battery's original capacity.

7.4 You may, at your own expense, instruct a "ZE After-Sales Service" centre to carry out a battery charging diagnostic to test the capacity of the Battery. Should such diagnostic test determine that the Battery threshold capacity is lower than that in clause 7.3, we shall, at our discretion, either:

7.4.1 replace the Battery;

7.4.2 repair the Battery; or

7.4.3 provide such other mutually acceptable solution.

7.5 The warranty provided at clause 7.1 and 7.3 does not apply to:

7.5.1 components of the Battery that have been modified or the consequences of such modification, including but not limited to: damage to the Vehicle, premature wear and tear, and alterations in performance;

7.5.2 maintenance costs incurred by you in complying with the manufacturer recommendations or servicing requirements, and replacement of parts due to normal wear and tear;

7.5.3 problems that arise as a result of your carrying out repairs or maintenance yourself, or through a repairer that is not a ZE After-Sales Service Centre and such repairs or maintenance fail to comply with manufacturer recommendations.

7.6 The geographical extent of the warranty provided at clauses 7.1 and 7.3 is restricted to countries with authorised centres displaying the "Renault ZE" and/ or "Renault Service ZE" mark. These currently are: Austria- Belgium- Denmark-continental France- Germany-Great Britain-Ireland-Italy-Luxemburg-Netherlands- Portugal-Spain-Sweden-Switzerland. An up to date list of countries can be obtained from us or from Renault UK.

7.7 The warranties contained in this clause 7 shall continue to apply notwithstanding that the Vehicle in which the Battery is incorporated is being driven for a period not exceeding one month by the nominated driver as a tourist outside the geographical area set out in clause 7.6.

## **8. Insurance and risk**

8.1 You are responsible for the Battery from the time of delivery and from this time the risk of loss or damage shall pass to you.

8.2 You are responsible for arranging insurance for the Battery from the time of delivery. Insurance cover must be effected with the same reputable insurer through whom you insure the vehicle and under the same fully comprehensive policy that you insure the vehicle so that the battery is covered with the same level of cover. You must keep the Battery so insured throughout the currency of this Hire Agreement or otherwise whilst the Battery is in your possession or under your control. This applies whether the Battery is in the United Kingdom or abroad. The insurance must cover the Insured value of the Battery (as defined in clause 19). You will be responsible for any uninsured losses.

8.3 You must tell your insurer that we own the Battery and that you hire it from us under this Hire Agreement. You must show us the policy on request. You must pay all insurance premiums on time and comply, in all respects, with the terms of your policy.

8.4 In the event that the Battery is damaged, you must use any monies paid to you by your insurer to repair the Battery at an authorised ZE Aftersales Service centre or repairer applying Renault standards of repair, if it can be repaired. You must advise us if the Battery is damaged and we will have the right to arrange for its repair ourselves (subject to our consultation with your insurers).

8.5 If the Battery is a total loss (or your insurer decides that it is a total loss) because it has been lost, stolen, destroyed or damaged beyond economic repair (whether or not this is your fault), the date on which the Battery is declared to be total loss will be determined by your insurer and :

8.5.1 you must inform us immediately, in writing, of what has happened;

8.5.2 you must continue to pay the Rentals until such time as we have received settlement in full (in accordance with clause 8.5.4

below);

8.5.3 the hiring of the Battery under this Hire Agreement shall come to an end (after we have sent you any notice which we are required to send you by law);

8.5.4 you will, immediately upon request, pay us the Total Loss Sum (calculated in accordance with clause 19 below);

8.5.5 you will do all you reasonably can to arrange for your insurer to make prompt payment direct to us. You hereby authorise your insurer to make such payment;

8.5.6 you agree that we may, if we wish, negotiate any settlement of your insurance claim with your insurer on your behalf. You agree to be bound by such settlement;

8.5.7 if you receive any money direct from your insurer, you will pay that money to us immediately. Until you make payment, you will hold such money on trust for us; and

8.5.8 we will apply any sums received from your insurer against the sums due under clause 8.5.4. and any other sums due to us under this Hire Agreement. For the avoidance of doubt you will be responsible for the payment of any shortfall between any amount paid by your insurer and the Total Loss Sum, which shall be payable immediately upon request. We shall pay to you any surplus.

8.6 If the Battery is stolen you must report the theft to the police and take any action requested by your insurer. If the Battery or Vehicle is stolen but recovered within 30 days you must still notify us that the theft has occurred.

## **9 Care of the Battery: Maintenance and Repair - Your Obligations**

9.1 You must, at your own cost:

9.1.1 take reasonable care of the Battery;

9.1.2 ensure that the Battery is properly maintained and kept in good repair and condition at all times and serviced in accordance with the recommendations of, and at the service intervals specified by, the manufacturer;

9.1.3 make good all damage to the Battery, whether or not such damage is your fault, as soon as is reasonably practical repairing and/or replacing parts where necessary;

9.1.4 promptly carry out such testing and modifications to the Battery as may be required by law; and

9.1.5 ensure that any such servicing, maintenance, repair and modification is carried out by a ZE Aftersales Service Centre or such other service provider adhering to Renault standards.

9.2 Without prejudice to your obligations in clause 9.1 you must:

9.2.1 inform us immediately in the event that the Battery becomes unfit for use for any reason;

9.2.2 ensure that accurate service records are maintained at all times and that the servicing agent completes and stamps the servicing record after each service; and

9.2.3 promptly comply with any manufacturer's recall of the Battery.

## **10. Charging and Use of the Battery**

10.1 The Battery may only be used to power the Vehicle identified in the Schedule.

10.2 You must comply with the recommendations of the manufacturer in your use, charging and storage of the Battery. These recommendations will be supplied to you at the time the Battery is supplied.

10.3 You must follow the instructions of the manufacturer with respect to charging the Battery whether on standard or fast charge. The Battery may only be charged:

10.3.1 at a charging station; or

10.3.2 by using your home charging point (being a wall box recommended by the manufacturer and installed by a suitably qualified electrician); or

10.3.3 through an EVSE cable in accordance with the manufacturer recommendations.

10.4 You must follow the instructions of the manufacturer designed to optimize use of the Battery by following recommendations such as those in relation to temperature, charging and trips.

10.5 If you use the Battery in a way that does not comply with its intended use, or in breach of these terms or a legal requirement you shall pay and be responsible for all fees, costs, liabilities and expenses that arise as a consequence.

10.6 You must comply with the maintenance and servicing requirements for the Vehicle in which the Battery is used. Such Vehicle maintenance must be carried out by an authorised and accredited centre displaying the "ZE After-Sales Service" logo or such other

service provider adhering to Renault standards.

10.7 Other than modifications to the Battery made to comply with clause 9.1.4 you must not perform any work on the Battery yourself, nor allow any unauthorised repairer to perform any work on the Battery.

10.8 You must inform us immediately in writing if you move address or if you change the location where you normally keep the Battery.

10.9 You must allow us and/or our agents to inspect the Battery on reasonable notice.

10.10 As we own the Battery, you must respect our rights of ownership and you must not:

10.10.1 claim ownership yourself;

10.10.2 sell the Battery or try to sell it;

10.10.3 sub-hire or otherwise allow any other person to obtain any rights over the Battery;

10.10.4 pledge the Battery or use it as security or allow any lien to be exercised over it;

10.10.5 dispose of the Battery.

10.11 You may, without needing our prior consent, take the Battery to any country listed within clause 7.6 above for a period not exceeding one month at any one time. Otherwise, you may not take the Battery outside the United Kingdom without our prior written consent. Whenever the Battery is taken outside the United Kingdom, you must ensure that it is comprehensively insured for the Insured value (defined in clause 19) and for any claims for loss or damage caused by the Battery or its use (in accordance with your insurance obligations in clause 7 above). You will be responsible for all costs of returning the Battery to the United Kingdom.

10.12 Other than modifications to the Battery made to comply with clause 9.1.4 you must not alter or modify the Battery in any way. Any alteration or modification required by law must be carried out by a ZE Aftersales Service Centre or a service provider adhering to Renault standards in accordance with the terms of the Warranty.

## **11. Recovery Service and Optional Services**

11.1 Recovery services will be provided by the service provider that we choose from time to time. The current provider of Recovery Services is AXA Assistance (UK) Ltd., The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH11 1PR. We will notify you of any changes to the service provider.

11.2 Providing you are not in arrears with your payments to us under this Hire Agreement you shall be entitled to the Recovery service benefits set out in Appendix 1.

11.3 At the time that this Hire Agreement is signed you may select the Optional Services offered. These options are offered subject to the Optional Services Terms and Conditions at Appendix 2.

11.4 Optional Services are provided by the relevant service provider and not by us. We may however invoice you for payment of premiums and/or fees on behalf of the relevant service provider and take payment for the Optional Services at the same time that we take payment of your Rental. You may cancel the Optional Service subject to giving us one month's written notice.

11.5 Optional Services will be effective from delivery of the Vehicle and shall be provided in accordance with their terms and conditions (as set out in Appendix 2).

11.6 Optional Services shall end upon expiry or termination of this Hire Agreement.

## **12. Our right to end this Hire Agreement**

We may end this Hire Agreement after giving any written notice required by law if:

12.1 you are an individual, a petition for your bankruptcy is presented, a bankruptcy order is made against you or you enter into a voluntary arrangement with your creditors; or

12.2 you are a partnership, the partnership is for any reason dissolved or an administrator is appointed over some or all of the partnership assets; or

12.3 a meeting of your creditors is called; or

12.4 the Battery is lawfully seized or detained or made the subject of a court order; or

12.5 you do not pay any Rental or other sum owing to us under this Hire Agreement; or

12.6 you are in material breach of any of the other terms of this Hire Agreement; or

12.7 you have given us any information, in connection with this Hire Agreement or any other agreement we may have with you, which we have reasonable grounds to believe is false or misleading; or

12.8 we have reasonable grounds for believing that our interest in the Battery is at risk

### **13. What we may do following your breach**

13.1 Following the occurrence of any of those events specified in clause 12:

13.1.1 we may (by written notice or by retaking possession of the Battery) terminate the hiring of the Battery under this Hire Agreement; and/or

13.1.2 we may prevent further recharging of the Battery; and/or

13.1.3 if you have shown that you no longer consider that you are bound by the terms of this Hire Agreement either by your failure to make payment of any Rental or other sum under this Hire Agreement when it has fallen due, or by your breach of any other term of this Hire Agreement, we may (by written notice or by retaking possession of the Battery) accept that and such acceptance will bring this Hire Agreement to an end.

13.2 If this Hire Agreement has terminated under this clause 13, you will no longer have possession of the Battery with our consent. You must immediately (and at our option) either return the Battery to us to such place as we may reasonably specify (at your own risk and expense) or let us collect it from you. You agree that we (and/or our agents) may enter any property which you occupy or which is under your control for the purpose of collecting the Battery and that we (and/or our agents) may take all reasonable steps (including force) to enter such property for this purpose. You will also have to pay the sums set out in clause 14 below.

### **14. What you must pay following early termination of the hiring and/or the ending of this Hire Agreement following breach of this Hire Agreement by you.**

14.1 Following either termination of the hiring of the Battery or the ending of this Hire Agreement under clause 12 (a "Termination Event"), you must immediately pay us upon demand:

14.1.1 all Rentals and any other sums under this Hire Agreement which have already fallen due for payment but which you have not paid as at the date of the Termination Event (plus interest on those sums in accordance with clause 3.3 above); and

14.1.2 any Excess Mileage Charges; and

14.1.3 as compensation, liquidated damages for your breach of this Hire Agreement, the total of the Hire Elements (as specified in the Schedule) of each Rental which would have fallen due between:

(a) the date of the Termination Event and the expiry of the Period of Hire; less

(b) an allowance for our accelerated receipt of 4% per annum on each such Hire Element calculated for the period from the date we receive payment until the date when the corresponding Rental (of which that Hire Element forms part) would otherwise have fallen due but for the Termination Event; and

14.1.4 if you have failed to return the Battery, a sum equal to its Insured Value at the date of the Termination Event. "Insured Value" means the amount (indicated as such in the Schedule) being an amount to offset any financial loss suffered by us in the case of damage or total loss of the Battery. The Insured Value will reduce by 10% each calendar year, reduction beginning at the start of the 13<sup>th</sup> month of this Hire Agreement; and

14.1.5 any costs incurred by us as a result of your breach (in accordance with clause 3.4); and

14.1.6 damages for any loss we suffer as a result of your breach.

14.2 Your obligation to make payment of any sums under this clause 14 will continue even though the Hire Agreement may have terminated.

14.3 Credit:

14.3.1 Against any amounts due from you under clause 14.1 we shall give credit in respect of the difference between:

14.3.1.1 the value of the Battery at the time when it is either repossessed by us or returned to us; and

14.3.1.2 the value of the Battery at the end of the Period of Hire, as originally estimated by us at or around the date of commencement of the Period of Hire, had the hiring of the Battery or this Hire Agreement not otherwise ended.

14.3.2 Our calculation of the amount of such difference in values, shall, in the absence of manifest error, be binding on you.

14.3.3 Notwithstanding the provisions of this clause 14.3, the amount due to us under clause 14.1 shall be payable immediately upon our demand. If any credit under this clause 14.3 is not calculated until after you have paid the said amounts we shall pay you the amount of such credit as soon as is reasonably practicable after we have calculated the amount of credit. However, the amount of such credit shall not, in any event, exceed the amount you have paid to us under clause 14.1.

### **15. Your Early Termination**

Subject to the provisions of this paragraph, we may at our discretion allow you to terminate the hiring at any time by returning the Battery and Vehicle to an authorised dealer. Our agreement to your early termination shall be conditional upon you being up to date with payments due to us and the following:

15.1 (i) Early Termination after 12 months from Commencement Date

Payment to us of the difference, if any, between (i) the sum of the Rentals due from you to us up to the date the Battery and Vehicle are returned and (ii) the sum of the Rentals that would have been charged had the actual period of hire and mileage up to the date the Battery and Vehicle are returned been known at the Commencement Date, calculated with reference to the Battery Hire Pricing Matrix. A copy of the Battery Hire Pricing Matrix is included in the Renault Vehicle Price Guide and is available on request.

(ii) Early Termination before 12 months from Commencement Date

Payment to us of a compensatory amount calculated in accordance with the formula.

$C = \frac{TR \times 0.38 \times UT}{PH - 4}$	<p>C = Compensatory amount</p> <p>TR = the total amount of Rentals excluding tax and benefits for the Period of Hire.</p> <p>UT = the unexpired term, in months, from the date of the return of the Battery and Vehicle to the end of the Period of Hire.</p> <p>PH = Period of Hire.</p>
---	---

15.2 Excess Mileage shall be charged in addition to the calculation in 15.1 (ii) as set out in the Hire Agreement.

15.3 In addition to the sums calculated in clauses 15.1(i) and 15.1(ii) above, you will pay to us an administration fee of £65 plus VAT.

15.4 Save in the case of manifest error our calculation of sums due on early termination shall be final.

15.5 If you finance the Vehicle through us or a third party you must also comply with the early return provisions of that finance agreement.

**16. Sale of the Vehicle**

16.1 You must tell us if you sell the Vehicle and you agree to complete and return to us such documentation that we provide to you from time to time for the purpose of providing us with the name and address of the buyer of the Vehicle.

16.2 You must tell the buyer of the Vehicle that the Battery is owned by us and hired by you.

16.3 This Hire Agreement will continue and you will be responsible for payment of the Rentals under this Hire Agreement subject to clause 17 below.

16.4 Where you trade the Vehicle in at an authorised dealer or other business you must provide us with the contact details of the business that has purchased the Vehicle and the date of sale. You shall obtain and we may ask you to provide a signed trade-in-note as proof of the date of sale.

**17 Ending of the Hiring – transfer of Rental Obligations – return of the Battery.**

17.1 If you own the Vehicle and sell it:

(a) where the buyer is a dealer you must provide us with the contact details of the dealer in accordance with clause 16.4 above. The date of the sale (as evidenced by the signed trade-in-note) shall be the date on which your obligation to pay Rentals comes to an end, or

(b) where the buyer is an individual you must provide us with the name and address of the buyer and any other details we may reasonably ask for. We will send the buyer a new hire agreement for the Battery. Once the buyer returns the new hire agreement to us duly signed your obligations (including but not limited to your payment obligations) under this Hire Agreement shall end. Until we receive the signed hire agreement your responsibilities under the Hire Agreement shall continue.

(c) If your buyer is subject to the circumstances set out in clauses 12.1, 12.2. or 12.3 then they will not be eligible for a hire agreement for the Battery and, we will not send out a new hire agreement to them. In these circumstances this Hire Agreement shall continue and you will continue to be responsible for the payment of Rentals under this Hire Agreement.

17.2 If you fund the Vehicle through us you must, at your own cost, return the Vehicle and the Battery to a location agreed by us. Risk in the Vehicle and the Battery remains with you until delivery to the agreed location. You must tell us within 48 hours that you have delivered the Vehicle and the Battery. The date on which you return the Battery and the Vehicle to us shall be the date on which your obligation to pay Rentals comes to an end.

17.3 If you fund the Vehicle through a third party you must comply with the return provisions of your agreement with the third party and notify us that you have returned the Vehicle. We may ask you to sign a memorandum to confirm the date of your return of the Vehicle. The date of the signed memorandum will be the date on which your obligation to pay Rentals will come to an end.

17.4 If you fail to notify us under clauses 17.1, 17.2 or 17.3 above, notify us late, or return the Battery to us late we shall charge you a fee for the use of the Battery in an amount equal to the Rental shown in the Schedule unless you notify with appropriate

supporting evidence that late return is due to a force majeure event beyond your control.

17.5 In the event that the Battery is not returned to us at the end of this Hire Agreement for any reason other than

17.5.1 Total Loss under clause 8.5 above; or

17.5.2 the sale of the Vehicle by you in terms of clause 17.1 (and subject to our entry into a new hire agreement in accordance with clause 17.1(b)); or

17.5.3 return of the Vehicle to a third party in terms of clause 17.3, then we may take proceedings for recovery of the Battery

17.6 At the end of this Hire Agreement we shall invoice you for any excess mileage.

## 18. Data Protection Notification

18.1 Your Application

To help us to decide whether we should enter into this or any future agreement with you, we will use:

18.1.1 information that you have given us; and

18.1.2 information that we have received following enquiries made about you; and

18.1.3 information that we obtain from your performance of this and/or any other agreement you have with us or any of our subsidiary or associated companies, RCI Banque SA (our holding company), our ultimate holding company or their subsidiary or associated companies ("Our Group").

The enquiries referred to above may include searching the records held at Experian Limited and/or Equifax Europe (U) Limited, ("the Credit Reference Agencies") who will keep a record of our search. Such information will be seen by other organisations that make searches. We may also use a credit scoring system.

18.2 Use and Disclosure

18.2.1 If we enter into this Hire Agreement with you, we may disclose to the Credit Reference Agencies information about you, this Hire Agreement and the conduct of your account (including your payment record). It is important that you give us accurate information. In the interests of fraud prevention, we will check your details with CIFAS and HUNTER and if you give to us false or inaccurate information, and we suspect fraud, we will record this.

18.2.2 Such information may also be disclosed to:

- i) other lenders;
- ii) Our Group;
- iii) Any associated or connected motor manufacturer from whom we purchase the goods, their subsidiary or associated companies or their holding company (Associated manufacturers);
- iv) Pinnacle Insurance Plc, other companies within its group and their respective agents and contractors ("the Pinnacle Group") (and any replacement thereof);
- v) the supplier of the Battery, and any other motor dealer ("the Dealer"); and
- vi) any other person or company we may select from time to time for the purposes of:
  - (a) considering any future applications for finance and finance related services such as insurance that may be made by you or any member of your household;
  - (b) fraud prevention, tracing debtors and recovering debt; and
  - (c) administering your account.

We, the Credit Reference Agencies and the Fraud Prevention Agencies may also use the information for statistical analysis about credit, insurance and fraud, and we may also use the information to carry out market research.

Fraud prevention agency records will also be shared with other organisations to help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for you and members of your household.

18.3 Battery Data

For management, administration, and accounting we will collect information about your use of the Battery and the Electric Vehicle. This is to allow us to manage battery stocks, maintain hire payments at a competitive level, monitor performance of your Battery and monitor mileage and fast charge use.

This data will be transmitted to us by the telematic box installed in the Vehicle. If you would like more information about this technical



data, please write to Renault ZE Customer Services, RCI Financial Services, P.O. Box 495, Watford, Hertfordshire, WD17 1GL.

If you have opted to install a Connection Pack we will also receive data about your location. If you do not wish us to receive location data you may disconnect the telematic box. Instructions for disconnecting the telematic box will be in the Connection Pack.

#### 18.4 Marketing

The information that we hold about you may also be used for the purposes of advising you about our services and products and those of third parties. We may also give this information to: (i) Our Group; (ii) Associated manufacturers; (iii) the Dealer; (iv) the Pinnacle Group (and any replacements thereof); (v) AXA Assistance (UK) Ltd., The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH11 1PR and (iv) any other person or company we may select from time to time.

Any of these parties may contact you for similar purposes. Such contact may be by telephone, post or e-mail and may involve contacting you after this Hire Agreement has ended. You may choose not to be contacted for this purpose. Please write to us at our address stated in the Schedule if you do not wish us to contact you for these purposes or pass your details to others.

#### 18.5 Your Rights

Upon payment of a fee, you have a right to a copy of the information that we hold about you, by writing to us at the address stated in the Schedule.

### 19. Calculation of Total Loss Sum

For the purpose of clause 8.5.4, the Total Loss Sum shall be a sum equal to the Insured Value of the Battery (being the amount indicated as such in the Schedule) less (i) a 10% deduction for each complete calendar year of the Hire Agreement, reduction beginning at the start of the 13<sup>th</sup> month of the hire; and (ii) any amount received from an insurer in respect of the Battery, plus (iii) any other sums due and owing under the Hire Agreement.

### 20. Assignment

We may assign, novate or otherwise dispose of any or all of our rights or obligations under this Hire Agreement at any time by notice in writing to you. You may not do so.

### 21. Joint and Several Liability

If "you" are two or more persons, the obligations of each such person will be joint and several. This means that each person shall be fully responsible for making the payments required under this Hire Agreement and otherwise complying with its terms. If any person is in breach of this Hire Agreement, we may, at our option, sue that person or any or all of you.

### 22. Forbearance

We may decide, from time to time, not to enforce some or all of our rights under this Hire Agreement. If we do this, we will not be prevented from subsequently enforcing those or other rights.

### 23. Governing Law and Jurisdiction

This Hire Agreement shall be governed by and construed in accordance with English Law. Each party agrees to submit to the exclusive jurisdiction of the English courts in respect of any claim, issue or matter arising out of or in connection with this Hire Agreement whether contractual, non-contractual, civil or commercial.

# Recovery Service Benefits

Appendix 1

## 1. SERVICE BENEFITS

You, the Beneficiary under this agreement, together with any authorised driver of the Vehicle (hereafter referred to as "Beneficiary") are entitled to the breakdown and recovery benefits detailed below. The benefits are also available to passengers transported at no cost, up to a limit of the number of seats stated on the registration certificate and excluding hitch-hikers. The benefits are reserved for Vehicles not exceeding 3.5 tonnes gross vehicle weight and to the vehicle that is the subject of this Agreement.

Any Vehicle that has been adapted (for example, refrigeration vehicles, driving school vehicles, ambulances, hearses etc) or is used or intended to be used for transporting passengers at cost (for example taxis, short lease period vehicle, etc) are not entitled to these benefits.

## 2. EFFECTIVE DATE AND TERM OF THE BREAKDOWN AND RECOVERY WARRANTY

These benefits take effect from the date of this Agreement and are valid during the term of this Agreement. They will end on the date this Agreement ends or is otherwise terminated, for whatever reason.

## 3. GEOGRAPHIC COVERAGE

These benefits apply to the Vehicle in any of the countries listed below:

Spain (with the exception of Ceuta and Melilla), Denmark, mainland France, Ireland, Monaco, Portugal, Great Britain (with the exception of Guernsey and Jersey), Germany, Italy, Netherlands, Austria, Belgium, Luxembourg, Sweden and Switzerland.

This list may be updated from time to time. Updated lists are available from members of the Renault network showing the Renault ZE and / or the Renault Service ZE label.

## 4. EVENTS COVERED

Immobilisation of the Vehicle, following an Incidental Breakdown or Energy Failure.

- **INCIDENTAL BREAKDOWN:** means any incident outside the control of the Beneficiary and accepted by the manufacturer as mechanical, electrical, sudden and unpredictable in nature, leading to the immobilization of the Vehicle or preventing it from operating under standard safety conditions.

- **ENERGY FAILURE:** means any failure of the Battery because there is insufficient charge to operate the Vehicle.

## 5. BENEFICIARY'S OBLIGATIONS

The Beneficiary must contact Renault ZE Assistance on 0800 169 7985 from the UK and on +44 1737 815 265 from overseas 24 hours a day, 7 days a week, to organise the breakdown and recovery benefits.

The Beneficiary must not incur any expenses without prior approval from Renault ZE Assistance. Any unauthorised expenses may not be paid.

When calling Renault ZE Assistance, the Beneficiary must have the following information available:

- the Battery Identification Number and the registration number of the Vehicle,
- the customer's full name, and address,
- a contact telephone number
- the location of the Vehicle.

## 6. SERVICES PROVIDED

After receiving a call for assistance, Renault ZE Assistance will organise the following.

### 6.1 In the event of energy failure during a trip

Transporting - The Vehicle will be transported to a charging point selected by the Beneficiary from the list of nearby points, provided by the assistance provider, which will be within 50 miles of the immobilised vehicle.

This is a transportation service. The battery recharge cost as well as any other costs associated with the energy failure (parking etc) remain the Beneficiary's responsibility.

- **CHARGING POINT:** means any public or private energy source connection solution where the Beneficiary can recharge their Vehicle.

### 6.2 In the case of Incidental Breakdown

#### 6.2.1 On-site breakdown assistance, transporting

Wherever possible, Renault ZE Assistance shall organise the on-site repair of the Vehicle as quickly as possible.

If the Vehicle cannot be repaired on site, it will be transported to the nearest Renault dealership with the Renault ZE sign and/or the nearest Renault ZE service or, in some European countries, to the nearest dealership capable of carrying out the repair.

The breakdown and recovery benefits do not cover the price of replacement parts required for repair nor their provision.

### **6.2.2 Supplementary benefits**

If the Vehicle is not able to be repaired the same day as notification of the breakdown is given, or if the repair time -as per the time scale provided by RENAULT -is more than 3 hours, the Beneficiary may, at the time of the incident, claim one of the following supplementary benefits (full details below):.

(i) Accommodation; or (ii) Continuation of Journey; or (iii) Return Home; or (iii) Replacement Vehicle.

In addition the Repaired Vehicle Recovery benefit can be used at the same time as either the Return Home or Continuation of Journey benefits.

• **HOME:** means the UK home address of the Beneficiary.

#### **A – Accommodation**

If the Vehicle is more than 30 miles away from the Beneficiary's Home, and if the Beneficiary chooses to wait for the repairs to be completed, Renault ZE Assistance will organise and cover the cost of accommodation for the Beneficiary and their passengers while repairs are being completed for up to three nights in a 3 star hotel selected by Renault ZE Assistance. Meals (except for breakfast), bar, and telephone costs remain the responsibility of the Beneficiary.

#### **B - Continuation of Journey or Return Home**

If the Beneficiary chooses not to wait for the Vehicle to be repaired, Renault ZE Assistance will organise and cover the cost, for the Beneficiary and passengers, to continue their journey. This is limited to the distance travelled between the point of departure and the breakdown location or return to the Beneficiary's Home by the most direct route by:

- train;
- economy class aeroplane: if the train trip is more than 8 hours;
- boat;
- taxi up to a maximum distance of 60 miles;
- any other method of transport which may be more appropriate and locally available.

**This benefit cannot be used in conjunction with the accommodation benefit.**

#### **C - Repaired Vehicle Recovery**

If the Continuation of Journey or Return Home benefits have been claimed, a one-way ticket, by one of the transport methods set out above and under the same conditions, will be provided for one person (the Beneficiary or another person nominated by them) to return from that point to recover the repaired Vehicle.

#### **D - Incidental transport expenses**

**Renault ZE Assistance** shall be responsible for all transfer expenses between railway stations, airports, hotels, the Beneficiary's Home, and the location at which the Vehicle was kept for repairs.

#### **E - Replacement Vehicle**

If the Vehicle cannot be repaired on the same day or if the repair time - in accordance with the RENAULT timescale- is more than 3 hours, then, at the Beneficiary's request, Renault ZE Assistance will organise and cover the cost of a class B size replacement Vehicle for the period of the breakdown and up to a maximum period of 3 days (subject to local availability and the adherence by the Beneficiary to the conditions set by the company providing the replacement Vehicle).

The replacement Vehicle must be returned to the rental agency on expiry of the maximum period or sooner, as appropriate.

Extra costs, such as: supplementary insurance, tolls, or fuel shall be borne by the Beneficiary.

### **7. EXCEPTIONAL CIRCUMSTANCES – FORCE MAJEURE**

**Renault ZE Assistance** will be under no obligation to provide the benefits in the event that it is physically impossible to deliver the benefits due to natural disaster or events such as strikes, riots, public demonstrations, restriction on movements, sabotage, terrorism, civil or foreign wars, heat or radiation release or blast effect arising from fission or fusion of radioactive atoms or other unforeseeable circumstances.

### **8. EXCLUSIONS**

The following are excluded from the benefits provided:

- damage, loss, charges or other expenses of a professional or business nature, incurred by the Beneficiary as a result of any accident requiring intervention by Renault ZE Assistance;
- expenses incurred for the services of local or national emergency or search organisations, unless

otherwise stated;

- damages arising from malicious or intentional acts by the Beneficiary;
- accidents deliberately caused by the Beneficiary or caused when the Beneficiary is intoxicated or has taken non-prescribed medication, drugs or narcotics;
- repeated breakdowns that have the same cause and that are due to the Beneficiary's negligence;
- if the Vehicle is out of service due to mechanical repairs or routine maintenance;
- if the vehicle is out of service for bodywork maintenance limited to repairing scratches, changing removable parts such as bumpers, shields, side shields, lights and windows;
- events that occur to any Vehicle included in the following categories: vehicles with a gross vehicle weight rating of more than 3.5 tonnes and Vehicles used in any automobile competition, test or trial;
- trailers with a gross Vehicle weight rating (GVWR) of more than 750 kilos;
- expenses incurred without prior approval from Renault ZE Assistance.

#### **9. SUBROGATION**

**Renault ZE Assistance** shall be subrogated to the rights and actions of any Beneficiary, for all or part of the benefits set out in this Agreement, against all third parties responsible for the event leading to its intervention, up to a limit of the costs paid by that person in carrying out this Agreement.

#### **10. LIMITATIONS**

Compensation for benefits covered under this Agreement is limited to two years from the date of the event which gave rise to them.

#### **11. FORFEITURE OF COVER**

If the Beneficiary fails to comply with its obligations to Renault ZE Assistance during the term of this Agreement they shall not be entitled to the benefits under this Agreement.

#### **12. JURISDICTION**

This Agreement shall be governed by and construed in accordance with English Law. Each party agrees to submit to the exclusive jurisdiction of the English courts in respect of any claim, issue or matter arising out of or in connection with this Agreement, whether contractual, non contractual, civil or commercial.

# Optional Services

Appendix 2

## **CONNECTED PACK :**

### **1. ELIGIBLE VEHICLES**

All new electric Vehicles in the RENAULT range.

### **2. EFFECTIVE DATE**

The Optional Services take effect from the date of delivery of the Vehicle, or the date of subscription to the Connected Pack if later.

### **3. AVAILABILITY OF OPTIONAL SERVICES**

The Optional Services will remain available for use during the term of this Agreement. If this Agreement is extended, the Beneficiary may request the Optional Services under this Schedule to be extended, subject to payment of appropriate charges.

### **4. SERVICES SUPPLIED**

The following services are included with the supply of the My Z.E. Connect pack:

a/ Access to information relating to the battery, including : age, charge status and charge history. Information will be available via the Renault Z.E. Driver Interface internet site accessible from the portal 'My Renault' available on the internet site at the following address [www.renault.co.uk](http://www.renault.co.uk);

b/ Provision of electronic alert messages or "short message system" (SMS) alerts providing the Beneficiary with notification:

- concerning the level of battery charge in the event of low level charge;
- of the beginning and end of charge;
- indicating any charge problem.

c/ Advice allowing the Beneficiary to optimise the use of the electric Vehicle (battery charge and lifetime of Vehicle).

Neither RENAULT, its suppliers nor the members of the RENAULT network give any guarantee, explicit or implicit concerning the accuracy, speed, reliability or adaptation to a particular use of the data/information made available through the Optional Services.

### **5. TEMPORARY INACCESSIBILITY OF SERVICE**

In the event that the Optional Services are not available for technical reasons the technical teams will do their best to resolve the problem as quickly as possible.

### **6. ASSISTANCE**

Where the Optional Services are not available or functioning correctly the Beneficiary may contact a member of the RENAULT network situated in France, Germany, Italy, UK, Spain, Portugal, Netherlands, Ireland, Belgium, Austria or Denmark who will check the correct functioning of the Renault connected services setup.

The Renault communication box is the box located in the Vehicle which allows receipt and transmission of information relating to the Vehicle battery to the Renault data centre.

### **7. OPTIONAL SERVICES – SYSTEM REQUIREMENTS FOR THE BENEFICIARY**

7.1 To benefit from the Optional Services, the Beneficiary should:

- have access to a computer and an operational Internet connection allowing them access to the Beneficiary interface;
- have a mobile telephone of the Smartphone or classic type with an active telephone subscription (GSM network reception);
- register by creating their account on the Renault Z.E. Driver Interface internet site available on the internet site at the following address [www.services.renault-ze.com/](http://www.services.renault-ze.com/);
- be located in an operating GSM reception zone for the telephone and the Vehicle.

7.2 The terms of this Agreement will not apply and RENAULT and the members of the RENAULT network will be absolved of all responsibility:

- in the event that the Beneficiary does not comply with any terms and provisions of this agreement;
- in the event that the Beneficiary does not comply with any terms and provisions concerning help in the use of connected services as described in the Notice of Utilisation of the Vehicle accessible on the internet site whose address is the following : [www.e-guide.renault.com](http://www.e-guide.renault.com);

- in the event of use of the mobile telephone not being available due to being in an area which is not a GSM reception zone or in the event of use of a mobile telephone or an Operating System not being available as it is not compatible to allow reception of the Optional Services;

- in the event of a malfunction originating from a software, modem or interface or any other product or supply of the Beneficiary;

- in the event that the Beneficiary carries out, or has a third party carry out, any modification to the software and equipment used for the Optional Services;

- if the Beneficiary has not first registered by creating their own account on the Renault Z.E. Driver Interface dedicated internet site available at [www.services.renault-ze.com/](http://www.services.renault-ze.com/) in accordance with the instructions given to them in the welcome letter;

- if the Beneficiary has not downloaded on their Smartphone the application Z.E Services In addition, the Beneficiary recognises that since the delivery of the Optional Services is effected through a communication networks, RENAULT and the members of the RENAULT network can in no case be responsible for any malfunctioning of the said communication networks.

## **8. RESPONSIBILITY OF BENEFICIARY**

The Beneficiary agrees to use the Optional Services in accordance with the terms of this Agreement.

It is the responsibility of the Beneficiary to ensure that the Optional Services function correctly.

The Beneficiary is fully responsible for the use of the Optional Services and for any use made of the data/information received through the Optional Services, even if it is not the Beneficiary who uses them.

RENAULT is not responsible for the loss of data/information linked to the use of the Optional Services.

## **9. CANCELLATION; TERMINATION**

### **9.1. CANCELLATION:**

If RENAULT is unable, for technical reasons, to activate the Optional Services by the day of delivery of the Vehicle or the date of this Agreement, RENAULT or the Beneficiary can cancel the option to subscribe for the Optional Services, any payment received relative to the Optional Services will be repaid to the Beneficiary.

### **9.2. TERMINATION:**

The Optional Services will terminate on termination of the hire Agreement for any reason. In the event of early termination for any reason other than under clause 12 in the Agreement, the Beneficiary shall pay an administration fee of £35.

If the Vehicle is sold and the new owner does not enter into a battery hire agreement this Agreement will end at the date of sale of the Vehicle

On termination of this Agreement, the Optional Services will be suspended and the Beneficiary will no longer have access to the Optional Services.

## **10. INTELLECTUAL PROPERTY**

The data/information communicated to the Beneficiary of any kind whatever (software, artistic work, brands, designs and so on) through the Connected Services is the property of RENAULT or the third party who puts it at the disposal of the Beneficiary through the Connected Services

The data/information is protected by rights of intellectual property and is made available on condition that the Beneficiary undertakes to use it only in accordance with the terms of this Agreement and further undertakes not to sell the data/information or put it at the disposal of third parties without the prior written agreement of RENAULT.

The Beneficiary is not authorised to copy, adapt, scan, reproduce, distribute, modify, publish, or create works derived on the basis of the data/information made available through the Connected Services without having expressly obtained the written agreement of RENAULT.

The Beneficiary acknowledges not being holder of any right of intellectual and/or industrial property on all or part of the data/information used in the context of the Connected Services.

## **11. PAYMENT**

Payment for the Connected Services will be in accordance with the information provided on page 1 of this Agreement.

## **12. DATA PROTECTION**

In performing the Connected Services RENAULT will collect certain data so as to supply the Beneficiary an extended range of services and information.

In this context, Personal Data (as defined in the Data Protection Act 1998) and in particular location data will be collected.

In subscribing to the Connected Services the Beneficiary recognises that the implementation of the Connected Services agreement requires the collection and processing by RENAULT of Personal Data which can where appropriate give rise to a location, for the ends described below, which the Beneficiary expressly accepts.

RENAULT undertakes to respect your private life, but it is the responsibility of the Beneficiary to inform the users of the content of the present stipulations.

### **12.1 Objectives**

Personal Data collected from the Beneficiary in the context of the performance of the Connected Services is required for the management of the supply of the Connected Services and notably:

- to offer new services and products;
- to record various forms of technical information concerning the functioning of the vehicle;
- for battery management, including presentation of status, history of the level and charging term as well as, if necessary, search for charging stations;
- for the provision of advice to optimize energy independence;

### **12.2 Security / Privacy**

Personal Data will be treated as confidential and processed and stored as such.  
RENAULT implements appropriate security measures in order to protect the personal data it processes.  
All information collected by RENAULT is stored on secure servers. However, for transmission by communication networks, Renault cannot guarantee that safety and protection from interception is absolute.

Access to Connected Services is by password. The Beneficiary must not share his password and must keep it confidential.

### **12.3 Shelf life of Personal Data**

Personal Data will be retained for the term of this Agreement, after which time it will be destroyed or anonymised. Data relating to location will be removed / anonymised after delivery of the Connected Service.

### **12.4 Recipients of data of a personal nature**

Personal Data may be communicated to Renault, its subsidiaries, and third party suppliers or agents bound by a confidentiality agreement, both in and outside the European Union.  
RENAULT may also disclose such Personal Data, in the event that it is obliged to do so in compliance with a legal requirement.

### **12.5 Information to subsequent users**

The Beneficiary agrees to inform, prior to the use of the vehicle, any other user of the vehicle of the terms of this clause 13 and in particular of the:

- presence of Connected Services implementing the collection and use of Personal Data;
- possible location of the vehicle;
- possibility of deactivating the Connected Services;

### **12.6 Beneficiary's Rights – location data**

The Beneficiary may prevent the recovery of Personal Data that would identify location, by deactivating the "RENAULT ZE Driver Interface" website and on its Smartphone type mobile. The Beneficiary may also reactivate this location feature by following the same procedure.

## **13. JURISDICTION**

This Agreement shall be governed by and construed in accordance with English Law. Each party agrees to submit to the exclusive jurisdiction of the English courts in respect of any claim, issue or matter arising out of or in connection with this Agreement, whether contractual, non contractual, civil or commercial.