

NCP CAR

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1. In this document, the following capitalised words shall be given the following meanings:

Accident has the meaning set out in clause 19.1;

Administration Fee means the administration fee set out in the Fee Schedule;

App means the NCP CAR App for download from iOS or Android app stores required for the use of the Services;

Business Day means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Business means a business on whose behalf you are authorised to act pursuant to a written agreement between us and that business for the use of the Services prior to you completing the Membership Application, and which is still subsisting at the time such application is submitted;

Business User means you are acting for a Business or you are acting for purposes relating to your trade, business, craft or profession;

Call Centre means our call centre which is contactable by telephone (number: 0208 774 1224) and by email support@ncpcar.uk);

Collection Time means the time stated in the Journey Confirmation as the time you may collect the Vehicle and your Journey commences;

Consumer means you are acting for purposes that are wholly or mainly outside of your trade, business, craft or profession;

Company means Park24 International Limited (Company No. 10875498 and VAT number 284 7688 41) with registered office at Saffron Court, 14b St Cross Street, London, England, EC1N 8XA (also referred to as **we**, **us** or **our** throughout the Standard Terms);

Community Rules means the community guidelines document provided by us from time to time and which is found on the App;

Costs means all costs (including legal costs (including professional fees) (on a full indemnity basis) and, losses (whether direct or indirect), damages, liabilities (including any tax liability), injuries, excesses, damages, claims, demands, fines, penalties, proceedings and judgments including any interest;

Customer means: (1) if you are a Consumer, you as the individual who completed the Membership Application; or (2) if you are a Business User, you as the individual who completed the Membership Application or you in your capacity as an authorised person of the Business (as the case may be), (in each case also referred to as **you** or **yours** throughout the Standard Terms);

Cut Off Date means the 25th day of the relevant calendar month;

Damage means any damage to the Vehicle including but not limited to cracks and chips, leaking fluid, exterior scratches or dents, damaged lightbulbs, mirrors, tyres, wheel damage, internal damage to the seats or other areas of the Vehicle;

Damage Report has the meaning set out in clause 9.3;

Extension Confirmation means confirmation that your Journey has been extended including an updated Return Time;

Fair Wear and Tear means the acceptable Vehicle return condition as determined by reference to the applicable car, van or heavy goods vehicle "Fair Wear and Tear Guide" published by the British Vehicle Rental and Leasing Association (**BVRLA**), as the same may be supplemented, amended, modified, or replaced from time to time;

Faults means anything which means the car is not in good working order including but not limited to flashing lights on the dashboard showing errors, steering issues (for example the vehicle is pulling over in one direction), the car will not start, the locking system is not working, or any other fault noted;

Fee Schedule means the fee schedule attached to these Standard Terms;

Fees means all the fees due under these Standard Terms, including, but not limited to, the Membership Fee, Journey Fees and Other Fees as noted in the Fee Schedule. All Fees are inclusive of VAT;

Fine(s) has the meaning set out in clause 10.6;

Journey has the meaning set out in clause 8.2;

Journey Confirmation has the meaning set out in clause 8.5;

Journey Fee(s) means the journey fees as noted in the Fee Schedule;

Journey Request means your application to us for use of a vehicle for a Journey;

Journey Time has the meaning set out in clause 8.5b;

Membership means the monthly paid subscription to use our Services;

Membership Application means the membership application for use of our Services submitted by you in accordance with these Standard Terms;

Membership Fee means the Membership fee as noted in the Fee Schedule;

Other Fee(s) means the fees more particularly described as such in the Fee Schedule and charged in accordance with these Standard Terms;

Payment Card means a valid credit or debit (from a card company acceptable to us) provided by you to us for payments;

Personal Information has the meaning set out in clause 3.2;

Publication Date means, where these Standard Terms have been updated, the date on which such update takes effect (in accordance with clause 0);

Return Time means the time you must return the Vehicle by as stated in the Journey Confirmation;

Services means the services provided by us to you in accordance with these Standard Terms;

Standard Terms means these standard terms and conditions and any Updated Terms from time to time;

Supplier means any third party we may use from time to time to provide the Services;

Suspend means to put your Membership (and the Services) on hold in accordance with these Standard Terms;

Termination Date means the date your Membership terminates in accordance with the Standard Terms;

Termination Request means the termination request made by you to us to terminate your Membership;

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Updated Terms means any updated terms as notified to you from time to time in accordance with these Standard Terms;

VAT means value added tax payable under the Value Added Tax Act 1994 (or any similar or equivalent tax payable instead of or as well as VAT);

Vehicle means the vehicle that has been allocated to you for your Journey as confirmed in your Journey Confirmation;

Vehicle Inspection means the exterior walk-around and internal look-over of the Vehicle in accordance with U.K. Government standards. These can be located at www.gov.uk/check-vehicle-safe;

Vehicle Location means the location of the designated space/bay in the car park you must pick the Vehicle up from at the start of your Journey and return the Vehicle to at the end of your Journey;

Vehicle Property means the service guide, season ticket, Vehicle manual, EV Vehicle charging equipment and/or any other property considered by us part of the Vehicle; and

Violation(s) has the meaning set out in clause 10.6.

2. INTRODUCTION

- 2.1. These Standard Terms govern your use of our Vehicles, Services and App that we provide to you as part of your Membership. Our purpose is to operate a system through which you can rent an available Vehicle from our designated rental locations as and when you require (subject to availability).
- 2.2. Our Vehicles must only be used in accordance with these Standard Terms. By having a Membership with us, accepting the Standard Terms via the App and using our Services you are agreeing to these Standard Terms. You are also agreeing that you are of legal age, mental capacity and authority to enter into these Standard Terms. If you are a Business User, you also warrant and represent that you have full capacity and authority to enter into, and to perform your obligations under, these Standard Terms.
- 2.3. If you are a Business User, then by using the Services, you warrant and represent that:
 - (a) you are not acting in any capacity as a Consumer; and
 - (b) if you are acting on behalf of your employer, that you (i) have full legal authority to bind your employer or that business; and (ii) agree to these Standard Terms on behalf of the business that you represent.
- 2.4. We may update these Standard Terms from time to time by providing you with at least 14 days' advance notice of any such update taking effect, unless such update is required due to a change in law, or for health and safety or security reasons (in which case we may need to update these Standard Terms on shorter notice). The **Publication Date** refers to the date upon which these updates take effect. These Standard Terms must be read in conjunction with any Updated Terms as applicable. If you do not wish to continue the Services following these updates, you can terminate your Membership immediately by

issuing a Termination Request to us. You can do this by calling our Call Centre or by submitting a cancellation form (you may use the model cancellation form found at Annex 1 but you are not required to do so) from your registered email address (or referring to your registered email address). You must make the Termination Request before the applicable Publication Date (and for the Termination Request to be valid you must have already returned any Vehicle you are using to the relevant Vehicle Location). By submitting a Termination Request, you agree by that any upcoming Journeys will also be cancelled.

- 2.5. Termination of your Membership is effective from the date we notify you via email. If you validly exercise this termination right, we will refund you the Membership Fees paid by you for the final month of Membership less any used credit (please refer to clause 4.5).
- 2.6. If you are a Consumer, we will use reasonable skill and care in providing the Services and performing our obligations under these Standard Terms.
- 2.7. If you are a Business User, our responsibility to you is limited as set out in these Standard Terms.

3 APPLICATION FOR MEMBERSHIP

- 3.1. To use our Services, you must submit a Membership Application via the App (or in such other manner as we determine from time to time). You are responsible for ensuring that your Membership Application is complete and accurate. The Membership Application process is only available in the English language and we will not file a copy of any contract formed between you and us.
- 3.2. To apply for a Membership, you must provide the following personal information (**Personal Information**):
 - a. full name;
 - b. email address;
 - c. employer (if applicable);
 - d. date of birth;
 - e. full U.K. driver's licence (photograph of front and back);
 - f. photograph of you;
 - g. current and permanent address; and
 - h. Payment Card details.
- 3.3. To create and maintain a Membership, you must comply with all of the following and:
 - a. hold a valid U.K. driving licence (international driving licences may also be accepted on a case by case basis);
 - b. have held a full driving licence for more than 24 months;
 - c. have had none of the following convictions on your licence: UT50, CD40, CD50, CD60, CD70, CD71, DD40, DD60, DD80, DR10, DR20, DR30, DR31, DR40, DR50, DR60, DR61, DR70, DR80 or DR90;

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- d. have a permanent address or residence;
 - e. be over the age of 21 and under the age of 70;
 - f. have had no more than two accidents or insurance claims in the last three years;
 - g. have had no more than two theft claims in the last three years;
 - h. have not been disqualified from driving for a period exceeding six months in the last three years;
 - i. not currently be disqualified from driving;
 - j. not be a professional sportsperson, a model, or a member of the entertainment profession;
 - k. have not been disqualified for a period exceeding three months during the past year;
 - l. not use the Vehicle in contravention with these Standard Terms;
 - m. provide valid Payment Card details; and
 - n. have a smart phone that is compatible with the Services.
- 3.4 If any of the Personal Information submitted by you as part of a Membership Application changes or ceases to be true or you no longer meet any of the requirements set out in clause 3.3 you must let us know as soon as possible. If your address or Payment Card details change, you must update these via the App as soon as possible. Failure to maintain up to date Payment Card details may result in your Journey being cancelled and/or termination in accordance with clause 7.1 and/or Suspension in accordance with clause 7.2. All other changes to Personal Information, subject to clause 3.5, must be done by contacting our Call Centre. You may be required to provide any further information or materials.
- 3.5 Please be aware that the email address you provide is the primary identification for using our Services, and you cannot update it. If you need to change your e-mail address, you must terminate your Membership and submit a new Membership Application in accordance with these Standard Terms.
- 3.6 We reserve the right, in our sole discretion, to decline your Membership Application for any reason. Reasons can include, but are not limited to, you failing to meet the requirements set out in the clause 3.3 or there being a false entry, erroneous entry, or an omission in your Application.
- 3.7 We cannot accept any Membership Applications that fall outside the scope of our insurance policy with our nominated insurance company.
- 3.8 Your submission of a Membership Application constitutes an offer to us. If your Membership Application is successful, we will aim to notify you by email within two Business Days of your Membership Application submission being made, at which point these Standard Terms will become a legally binding contract upon you and us. We may contact you prior to this with any further queries we may have about your Membership Application. In the event that your Membership Application is unsuccessful we will aim to notify you within two Business Days of your submission.

- 3.9 You are personally responsible and liable for all activity connected to your Membership. You must keep your Membership details confidential and not share it with any other person.

4 MEMBERSHIP FEES

- 4.1 All Members must pay a monthly Membership Fee on the first day of every month. The first payment of the Membership Fee will be taken in accordance with this clause 4.
- 4.2 All Membership Applications approved before the Cut Off Date will have their first Membership Fee taken from the Payment Card on the first day of the next month. Any Membership Applications approved after the Cut Off Date will have their first Membership Fee taken from the Payment Card on the first day of the next month following.

Examples:

Your Membership Application is approved on the 25th day of January, your first Membership Fee payment will be the 1st day of February.

Your Membership Application is approved on the 26th day of January, your first Membership Fee payment will be the 1st day of March.

- 4.3 For the avoidance of doubt, you will still be able to use the Services during the period your Membership Application is approved and your first Membership Fee is taken from your Payment Card.
- 4.4 The Membership Fee will continue to be collected from the Payment Card on the first day of every month until the Membership is terminated in accordance with these Standard Terms.
- 4.5 The monthly Membership Fee you pay will be used as a credit towards any Journeys that you take that have a start date during the month to which the monthly Membership Fee relates. The balance of any unspent Membership Fee amounts at the end of the month will not roll over to the following month and can no longer be used. For the avoidance of doubt, such credit can only be used for the Journey Fee, Additional Mileage Fee and Late Return Fee as set out in the Fee Schedule.

5 TERMINATION OF MEMBERSHIP

- 5.1 Your Membership will continue until either you or we terminate your Membership in accordance with these Standard Terms.
- 5.2 Your termination is effective from the date you make the Termination Request providing that:
- a. you provide us all necessary information required for Termination Request;
 - b. you have returned the Vehicle to the Vehicle Location;

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- c. you do not have an active or upcoming Journey; and
- d. you have paid all [Fees](#) owed to us.

5.3 For the avoidance of doubt, your termination of your Membership cannot take effect while a Journey is in progress and/or you are in possession of a Vehicle.

5.4 Subject to any earlier timeframe required by these Standard Terms, you must return the Vehicle as soon as reasonably practicable and in any event within 15 business days of the notification of termination or Termination Request as applicable, or earlier if required by these Standard Terms.

5.5 Our termination of your Membership is effective from the date we notify you of our decision to terminate your Membership via email.

5.6 On termination all Fees and other sums then outstanding will become immediately payable, and termination will not prevent our authority to charge such sums to your Payment Card.

6 YOUR TERMINATION OF YOUR MEMBERSHIP

6.1 Subject to clause 5 above, if you wish to terminate your account, you must make a Termination Request by calling our Call Centre or by submitting a cancellation form (You may use the model cancellation form found at [Annex 1](#) but you are not required to do so).

6.2 If you are a Consumer:

- a. under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel your Membership for any reason within 14 days of the date upon which these Standard Terms became legally binding on you and us as set out in clause 3.8 (**Cooling Off Period**).
- b. if you wish to access the Services during the Cooling Off Period then you may do so but you expressly agree that we may begin to supply the Services to you during the Cooling Off Period.
- c. if you wish to cancel you must inform us of your decision to cancel by making a clear statement by calling our Call Centre or by submitting a cancellation form (You may use the model cancellation form found at [Annex 1](#) but you are not required to do so).
- d. if you terminate within the Cooling Off Period, we will refund to your Payment Card any Membership Fee we have received from you. The refund will be processed within 14 days.
- e. if you use one of our Vehicles and terminate the Membership during the Cooling Off Period, we will refund to your Payment Card the Membership Fee that you have paid less any used credit (please refer to clause 4.5).
- f. in order to terminate your Membership outside of the Cooling-Off Period you need to inform us by the Cut Off Date.

6.3 If you terminate your Membership after the Cut Off Date the termination will not take effect until the last day of the following month. The monthly Membership Fee is payable up until the last day of your Membership.

7 OUR TERMINATION OF YOUR MEMBERSHIP

7.1 We may terminate your Membership at any time if there is a serious reason to do so, such as if:

- a. you no longer meet the eligibility requirements set out in clause 3;
- b. we cannot collect amounts that you owe us from your Payment Card;
- c. if we invoice you for amounts that you owe us and you fail to pay such amounts by their due date;
- d. there is no longer a working Payment Card linked to your Membership account;
- e. you have breached the Standard Terms, or we have reason to believe you have breached the Standard Terms;
- f. you access or attempt to access the App by any means other than the interface we provide or authorise;
- g. you circumvent any access or use restrictions put into place to prevent certain uses of the App;
- h. we reasonably determine that you have attempted to disable, impair, destroy, manipulate, disrupt or abuse the App or the Services;
- i. we reasonably determine that you engage in fraudulent activities;
- j. a petition for bankruptcy or insolvency is filed against you, you are declared bankrupt or insolvent, or are otherwise not paying your debts as they become due;
- k. we reasonably determine that you have defaced, Damaged or mistreated a Vehicle;
- l. you receive a Fine or Violation while in possession of a Vehicle or on a Journey;
- m. we reasonably determine that the Services should not be provided for safety reasons; or
- n. if we are unable to meet our obligations under these Standard Terms.

7.2 Notwithstanding clause 7.1, we may Suspend your Membership for any of the reasons stated in clauses 7.1 (a), (b), (c) and(d) above. In the event your Membership is Suspended, your monthly Membership Fee payments will also be Suspended, and you will be unable to use the Services. Please contact us via our Call Centre to provide the information required or resolve the issue that resulted in the suspension of your Membership.

7.3 If we Suspend or terminate Your Membership under clause 7:

- a. your right to use the Services shall stop;
- b. if you are in a possession of a Vehicle, you will contact us to arrange the return of the Vehicle including any Vehicle Property as soon as possible; and

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- c. all outstanding [Fees](#) in accordance with these Standard Terms become immediately payable (however if we terminate under clause 7.1(i) or 7.1(j) we will refund you the Membership Fee paid by you for the final month of Membership less any used credit (please refer to clause 4.5).

8 BOOKING YOUR JOURNEY

- 8.1 To use the Services, you must sign up as a member in accordance with clause 3 of these Standard Terms.
- 8.2 Each time you use a Vehicle it is referred to as a journey (**Journey**). In order to book a Journey, you must submit a Journey Request no earlier than two weeks before, and no later than 15 minutes before, via the App.
- 8.3 Vehicles can be hired for 15-minute increments, with a minimum rental duration of 15 minutes. Vehicles must be returned to the Vehicle Location by the Return Time.
- 8.4 You will be responsible to pay for all [Journey Fees](#) per 15-minute interval and any [Other Fees](#) as applicable to your Journey.
- 8.5 If your Journey is approved, we will notify you with via email (**Journey Confirmation**). Your Journey Confirmation will contain the following information:
 - a. Vehicle model;
 - b. Collection Time and Return Time (together, the **Journey Time**); and
 - c. Vehicle Location.

9 BEFORE YOUR JOURNEY

- 9.1 You must collect the Vehicle from the Vehicle Location as noted on your Journey Confirmation at the Collection Time as noted in your Journey Confirmation.
- 9.2 We will use reasonable endeavours to ensure that the Vehicle (or one of a similar make and model) is available at the Collection Time and Vehicle Location. We will contact you as soon as we can if we become aware of a Vehicle not being available for your Journey or if we need you to collect the Vehicle from a different parking space or location. If a Vehicle is not available, we will cancel your Journey and you will not be charged for it.
- 9.3 Before you begin your Journey, you must complete a Vehicle Inspection. You must report to us any Damage or Faults that you see via the App (**Damage Report**). All Damage Reports must be done prior to you beginning your Journey. Please also ensure that you also report any rubbish, third party belongings, notice of any Violations or Fines or signs of any smoking or pets usage of the car. If following the Vehicle Inspection you do not believe the Vehicle to

be roadworthy, you must notify us by calling our Call Centre on 0208 774 1224 as soon as possible.

9.4 If you:

- a. do not complete a Damage Report prior to your Journey starting, or
- b. have completed a Damage Report but have not reported Damage and/or Faults,

you will be deemed responsible for any and all Damage and/or Faults that are discovered or reported after your Journey starts.

10 DURING YOUR JOURNEY

- 10.1 You must use the Vehicle with all reasonable care at all times, and in accordance with all applicable laws and highway codes.
- 10.2 You must telephone 0208 774 1224 to report any Damage, Faults or other issues you notice with the Vehicle, including any warning lights, unusual sounds, performance changes, unusual driving feel, faulty indicators, faulty windscreen wipers or engine overheating as soon as possible. You must also notify us if the Vehicle odometer stops working or fails to function and must provide the mileage reading at the date of such failure as part of such notification as soon as possible. You must comply with any instructions given to you by us in connection with such issue.
- 10.3 During your Journey, you must use the App to lock and unlock the Vehicle. The Vehicle must be locked at all times that the Vehicle is not in use during your Journey.
- 10.4 You must:
 - a. pay for any Damage to the Vehicle caused by any act or omission of you, including damage caused by the use of frozen, contaminated, or incorrect fuel, fluids and lubricants save where these are a result of a defect in manufacturing;
 - b. operate the Vehicle within the limits specified by the manufacturer and us;
 - c. load and use the Vehicle in accordance with the manufacturer's recommendations (including in respect of payload or axle weights) and health and safety guidelines provided by the manufacturer;
 - d. ensure, where relevant, the vehicle tax, plating certificate and "O" licence are displayed as required by law and not covered or obstructed from view;
 - e. keep the Vehicle free from any liens, encumbrances and not hire, dispose of or prejudice any ownership rights in the Vehicle (which for the avoidance of doubt are not held by us and are not transferred to you);
 - f. return the Vehicle in Fair Wear and Tear condition and complies with any other return conditions; and

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- g. only transport babies and children with the appropriate car seats, as required by law; and
- h. comply with the Community Rules.
- 10.5 You must not at any time:
- a. use the Vehicle for the transportation of third party goods for payment including, but not limited to, providing courier or delivery services;
 - b. use the Vehicle as a taxi or for carriage of passengers for hire or reward;
 - c. allow any other person to drive the Vehicle that we provide or make available to you including but not limited to teaching someone to drive;
 - d. use the Vehicle in breach of the Standard Terms or in contravention of any laws, regulations or public policies;
 - e. use the Vehicle for any purpose that may result in the Vehicle being impounded or seized by law enforcement authorities;
 - f. enter into this agreement with us and drive a Vehicle if you are a professional sports person, model or a members of the entertainment profession;
 - g. lose or misplace the Vehicle Property;
 - h. convert, alter, modify or remodel or attempt to convert, alter, modify or remodel the Vehicle, or otherwise alter or attempt to alter its original condition; use the Vehicle for any tests or competitions;
 - i. use the Vehicle off road, tow other vehicles or use the Vehicle in connection with motor rallies, races or speed trials or carry out irregular driving (including, but not limited to, serpentine driving, sudden acceleration, unnecessary sudden stopping, etc);
 - j. jump start the Vehicle, or use the Vehicle to jump start another vehicle;
 - k. disconnect or tamper or attempt to disconnect or tamper with the odometer;
 - l. insure the Vehicle;
 - m. allow pets or other animals inside the Vehicle;
 - n. fix counterfeit number plates to the Vehicle;
 - o. smoke, drink alcohol or consume illegal drugs inside the Vehicle;
 - p. operate the Vehicle under the influence of alcohol, illegal drugs, or any other drug or substance under the effects of which it is prohibited or not recommended to operate a vehicle;
 - q. allow inside the Vehicle hazardous, radioactive or harmful goods, or other goods that may cause injury or damage to the health of others;
 - r. park the Vehicle illegally or in a way that results in a fine or penalty of any kind;
 - s. take or use the Vehicle outside the United Kingdom;
 - t. exceed the speed limit;
 - u. overload the Vehicle with more passengers than seatbelts;
 - v. transport babies or children without legally required car seats; or
 - w. otherwise use a Vehicle in an unreasonable or inappropriate way.
- 10.6 You are responsible at all times for the Vehicle during your Journey. You are required to pay all:
- a. penalties;
 - b. fees;
 - c. fines;
 - d. damages or other losses; and
 - e. all other Costs,
- imposed, incurred or issued in relation to the Vehicle during or as a result of your Journey (**Fines**) (whether or not you were operating the Vehicle at the time), including but not limited to fines or other fees for traffic offences, parking violations, speeding violations, non-compliance with bus lane rules, congestion charges, and non-payment of toll charges (**Violation**).
- 10.7 You will also be liable for any litigation costs in association with any of the Violations or Fines.
- 10.8 You agree to cooperate with us in connection with all Violations and Fines.
- 10.9 Upon receipt of notice of a Violation or Fine, you must notify us by calling our Call Centre or via email at support@ncpcar.uk as soon as possible.
- 10.10 Upon receipt of any Violation or Fine incurred during your Journey, we will notify the authority or company that you were the driver at the time the Violation or Fine was incurred and transfer the Violation or Fine to you. Immediately upon receipt, you must pay any amount due to the relevant authority or company directly. We will also charge an Administration Fee as set out in the [Fee Schedule](#).
- 10.11 If a Violation or Fine is incurred by you and for any reason we are unable to transfer the Violation or Fine into your name, we will pay the Violation or Fine and follow the process set out in clause 14 to recover the Fine plus an Administration Fee as set out in the [Fee Schedule](#).
- ### 11 CANCELLING YOUR JOURNEY
- 11.1 If you wish to cancel a Journey, you must do so at least 15 minutes prior to the Collection Time. If you cancel a Journey within 15 minutes of the Collection Time you will be charged the [full Journey Fee](#) to your Payment Card.
- ### 12 EXTENDING YOUR JOURNEY
- 12.1 During a Journey you may request extensions to the Journey before the Return time, in 15-minute increments via the App. The Journey can only be extended if we provide Extension Confirmation to you via e-mail. Extension Confirmation will only be provided if the Vehicle is available for use, the extension request must be completed prior to the expiration of the Journey Time.

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- 12.2 If you apply to extend your Journey and the extended Journey is approved, the Journey Fee will be updated accordingly and charged to your Payment Card.
- 12.3 If your Journey extends beyond the Return Time without our Extension Confirmation, [Late Return Fees](#) will apply. You must inform us by calling the Call Centre at 0208 774 1224 as soon as you are aware that there may be a delay in returning the Vehicle. Failure to do so may result in termination of your Membership.

13 AT THE END OF YOUR JOURNEY

- 13.1 At the end of each Journey, you must return the Vehicle to the Vehicle Location by the Return Time, and ensure:
- the Vehicle is parked, secured, locked, with all doors, windows, hatches, sunroofs, and other openings closed;
 - the Vehicle is clean, in good working order, without any Damage with all of your belongings and any third-party belongings and any rubbish removed;
 - any Vehicle Property is stored safely within the vehicle;
 - the Vehicle has at least a quarter of a tank of fuel (if applicable);
 - the Vehicle is plugged into the EV charging point at the end of your Journey, if charging facility is provided at the Vehicle Location; and
 - you end your Journey in the App.
- 13.2 If you fail to end your Journey in accordance with clause 13.1, you may be responsible for any [Other Fees](#) as applicable.
- 13.3 If for any reason you cannot park the Vehicle at the Vehicle Location or are unable to charge the Vehicle, please call our Call Centre at 0208 774 1224 as soon as possible.
- 13.4 Any [Journey Fee](#), [Additional Mileage Fee](#) and [Late Return Fee](#) (as set out in the Fee Schedule) you incur will be collected from the Payment Card as soon as possible at the end of your Journey.
- 13.5 Vehicles may be provided with a fuel card. Where a Vehicle has a fuel card, such card may only be used by you during your Journey to fill up the Vehicle. If the Vehicle's fuel card is missing or damaged, or the Vehicle does not have a fuel card, if you submit a valid receipt to support@ncpcar.uk within 14 days of the Return Time, we shall reimburse you within 14 days, any amount paid by you to fuel the Vehicle during your Journey, which also includes charging the Vehicle (if electric).
- 13.6 If the Vehicle is returned to us with more charge or fuel than it had at the Collection Time, and you provide us with the relevant receipt(s) pursuant to clause 13.5, you will earn credit of £5.04 (five pounds and four pence), which will be valid for 6 (six) months from the date of issue.

14 FEES AND RECOVERY OF FEES

- 14.1 If you are a Consumer, and
- we are unable to collect any outstanding amounts owed in accordance with these Standard Terms from the Payment Card; and/or
 - you are liable to pay any:
 - Other Fees (excepting any Additional Mileage Fee and Late Return Fee); and/or
 - sums in accordance with clause 18.6; and/or
 - excess in accordance with these Standard Terms,we will invoice you for the same, and you must pay such amounts within 30 days of the date of invoice (excepting any excesses which must be paid within five working days of invoice).
- 14.2 In the event that any invoice issued is not paid within the time frame specified in clause a then without prejudice to our rights relating to termination and charging interest (in clause 5 and clause 14.3 respectively) and unless there is a bona fide dispute in relation to such invoice which you have notified to us in writing, we may Suspend your Membership until payment has been received.
- 14.3 If you are a Business User, and we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us the interest together with any overdue amount.
- 14.4 We may engage third parties to collect any amounts owed to us by you and you will also be responsible for any collection or similar fees associated with these collection activities.

15 OUR TERMINATION OF YOUR JOURNEY

- 15.1 We reserve the right to terminate your Journey prior to the Return Time for legal reasons, security reasons, health and safety reasons or if you are in breach of these Standard Terms. In this instance, we will contact you using the contact information you have given to us.
- 15.2 Upon termination under this clause 15 and if applicable, you must call our Call Centre 0208 774 1224 in order to arrange the return of the Vehicle to us.
- 15.3 If the reason we terminate your Journey prior to the Return Time is due to you breaching the Standard Terms including but not limited to clauses 3 or 10 then your Journey will be terminated as soon as possible. The [Journey Fees](#) plus any [Other Fees](#) may be charged to you.

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- 15.4 If the reason your Journey has been terminated prior to the Return Time is due to legal reasons, security reasons, a health and safety reason or a reason beyond our control such as our Supplier relationship being terminated, you may not need to pay the fees for the actual Journey.

16 GPS & TELEMATICS DEVICES

- 16.1 From the App, we will use GPS on your smart phone to assist you in finding the nearest Vehicle Location and facilitate your reservations. Our Vehicles are fitted with telematics devices. We use GPS on the telematics devices in the Vehicle to protect the Vehicle from theft, to provide support to you while your reservation is active. If you are a Business User acting on behalf of a Business, we may also use information derived from the telematic devices to provide reports to the Business on whose behalf you are acting. For further information please refer to the Privacy Notice available [here](#).

17. DISCLAIMER AND LIABILITY

- 17.1. If you are a Business User these Standard Terms are in place of all warranties, representations, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise (including implied undertakings of satisfactory quality, conformity with description and reasonable fitness for purpose) relating to these Standard Terms and/or the Services, the Platform (as defined below) and the Vehicles all of which are hereby excluded by us to the maximum extent permitted by law. Accordingly, the Services, Vehicles and Platform are provided "as is".

- 17.2. Nothing in these Standard Terms excludes or limits our liability for:

- a. death or personal injury caused by our negligence;
- b. direct loss of or damage to your property caused by our negligence or dishonesty;
- c. fraud or fraudulent misrepresentation; and
- d. any matter in respect of which it would be unlawful for us to exclude or restrict our liability.

- 17.3. If you are a Consumer:

- a. then save as set out in clause 17.2 and 17.5, if we fail to comply with these Standard Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Standard Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time that these Standard Terms became legally binding upon you and us.

- b. you agree not to use the Services for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- c. nothing in these Standard Terms affects your statutory rights and we are under a legal duty to provide you with Services that are in conformity with these Standard Terms. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office (or local equivalent).
- d. our total liability to you for any and all loss or damage arising out of or in connection with these Standard Terms, whether in contract (including under any indemnity), tort (including negligence) or otherwise will be limited to an amount equal to the Membership Fee and Journey Fees paid by you during the twelve (12) month period prior to the first date on which any event giving rise to the liability occurred.

- 17.4. If you are a Business User:

- a. subject to clause 17.2 and 17.5;
 - i. in no event will we be liable to you for any loss of profits, loss of revenue, loss of contracts, failure to realise anticipated savings or for any indirect or consequential loss, whether arising from negligence, breach of contract or otherwise; and
 - ii. our total liability to you for any and all loss or damage arising out of or in connection with these Standard Terms, whether in contract (including under any indemnity), tort (including negligence) or otherwise will be limited to an amount equal to the lower of:
 - A. one thousand pounds (£1,000); and
 - B. the total of the Membership Fees and Journey Fees paid by you during the twelve (12) month period prior to the first date on which any event giving rise to the liability occurred.

- b. you shall indemnify us and keep us and our affiliates indemnified at all times against all losses or damages suffered and incurred by us arising out of your use of our Vehicles, the Services and the Platform that we provide to you as part of your Membership.

- 17.5. We shall not be held liable for any loss or damages incurred by you as a result of us failing or being prevented, hindered or delayed in the performance of our obligations under this Agreement where such prevention, hinderance or delay results from events, circumstances or causes beyond our reasonable control, e.g. natural disasters, accidents, theft,

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vehicle malfunctions or defects, delays in the return of vehicles by other users, communication problems in telecommunications services, malfunctions or defects in the systems used to operate the Service, or any other reasons not attributable to us.

18. INSURANCE

- 18.1. Subject to you fulfilling your obligations under these Standard Terms and any insurance exclusions which may apply as noted in clause 10.5 when using a Vehicle, you will be provided with:
- a. comprehensive motor insurance cover, subject to a £1,000 (one thousand pounds) excess, which you must pay in order to make an insurance claim; and
 - b. third party property damage insurance coverage with a policy limit of £50,000,000 (fifty million pounds).
- 18.2. You may not be covered by the insurance policies referred to at clause 18.1 above if you:
- a. fail to comply with the Standard Terms;
 - b. use the Vehicle other than in accordance with the Standard Terms;
 - c. allow any person other than you to drive or operate the Vehicle;
 - d. deliberately or negligently Damage or operate a Vehicle;
 - e. operate a Vehicle without a valid Membership;
 - f. operate a Vehicle whilst your Membership is Suspended;
 - g. fail to secure the Vehicle, including by closing and locking all windows, doors, hatches, sun roofs, the bonnet and the boot;
 - h. fail to notify us if the Vehicle is Lost or Damaged during a Journey as soon as possible;
 - i. fail to provide us with reasonably requested information in relation to Loss or Damage;
 - j. provide us with false information;
 - k. any insurance exclusions; or
 - l. fail to pay any amounts owing under these Standard Terms.
- 18.3. There is no insurance cover for theft of personal property from a Vehicle, or any personal accident benefits.
- 18.4. For further information on the insurance requirements or policies please call our Call Centre.
- 18.5. We reserve the right to charge you any applicable **Fees**, Costs and any sums payable in accordance with clause 18.6. If you are not covered under clause 18, you are responsible for any loss or Damage that occurs to a Vehicle, or in connection with your use of a Vehicle, during your Journey, then you will be responsible for any **Fees**, Costs and sums payable in accordance with clause 18.6, as appropriate.
- 18.6. You will be responsible for paying any repair costs arising from your negligence or misuse of the Vehicle.

19. ACCIDENTS, BREAKDOWNS, THEFT AND ABANDONMENT

- 19.1. If a Vehicle is in an accident, traffic collision or similar incident (an **Accident**) during a Journey, you must immediately:
- a. notify the police and relevant authorities;
 - b. telephone 0208 774 1225 so accident response and roadside assistance may be provided;
 - c. notify us by calling our Call Centre on 0208 774 1224 and provide us with all the information we reasonably request, including but not limited to:
 - i. the date, time and place of the Accident;
 - ii. the details of the Accident, including how the Accident occurred;
 - iii. the number plate, make and model of any vehicles involved in the Accident;
 - iv. the name, address, phone number, driving licence number and insurance details of the persons involved in the Accident; and
 - v. the name, address, and phone number of witnesses, passengers, and any other involved persons in the Accident; and
 - d. comply with any instructions given to you.
- 19.2. If the Vehicle suffers a breakdown or similar incident which is not caused by an Accident (**Breakdown**) during a Journey you must immediately:
- a. telephone 0208 774 1225 so roadside assistance may be provided;
 - b. notify us by calling our Call Centre on 0208 774 1224 and provide us with all the information we reasonably request;
- 19.3. If the Vehicle suffers a Breakdown, then:
- a. if you caused such Breakdown through negligence or through other misuse of the Vehicle, we reserve the right to charge you the appropriate **Fees**.
 - b. unless we (or a third party engaged by us and notified to you in writing) take possession of the Vehicle you must Return your Vehicle as soon as possible when it is safe for you to do so.
- 19.4. If a Vehicle is "**Stolen**" during a Journey, you must:
- a. notify the police as soon as possible, provide them with all the information they need to investigate the theft, and comply with any instructions given to you by the police;
 - b. notify us by telephoning 0208 774 1225 so roadside assistance may be provided;
 - c. if during Contact Centre Business Hours, notify us by calling our Call Centre at 0208 774 1224 as soon as possible and provide us

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with all information we reasonably request, including but not limited to the date, time and place of the theft.

- 19.4. If you recover the Vehicle you must notify us as soon as possible, and the relevant authorities and return the Vehicle as soon as possible provided it is safe for you to do so.

20. LOST PROPERTY

- 20.1. You must check that you have not left any belongings in the Vehicle at the end of your Journey. We will use reasonable endeavours to return your lost belongings to you; however, we shall not be held liable for any belongings left in a Vehicle, stolen from a Vehicle, damaged or lost on return to you, and you agree not to hold us responsible for any such lost or damaged belongings, whether they are your belongings or the belongings of any third party. Any lost property not claimed after three months will be disposed of.

21. COMPLAINTS

- 21.1. If you are unhappy with our Services, the Vehicles or otherwise and would like to make a complaint, then please contact us via our Call Centre.

22. PERSONAL DATA

- 22.1. Please see our Privacy Notice available [here](#) for details of how we process your personal data in accordance with applicable data protection laws.

23. USE OF THE APP

- 23.1. You acknowledge and agree that the supplier of the App (including any releases related to the software as a service solution provided for you) (**Platform**) retains all right, title and interest in and to the Platform. The supplier of the Platform (**Platform Supplier**) reserves all rights not expressly granted in these Standard Terms.
- 23.2. You agree that you own all right, title and interest in and to the content or other materials that you upload through or to the Platform (**Content**). By uploading Content, you hereby grant and will grant Platform Supplier a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use the Content in connection with the operation of the Platform.
- 23.3 You shall not:
- decompile or reverse engineer the Platform or take any other action to discover the source code or underlying ideas or algorithms or any components of thereof;
 - copy the Platform;
 - post, publish or create derivative works based on the Platform; or

- remove any copyright notice, trade or service marks, brand names, and the like from the Platform, related documents or packaging.

24. MISCELLANEOUS

- 24.1. We may satisfy any notice requirement under these Standard Terms to give you 'written notice' by notifying you via the App or by email.
- 24.2. You may not assign your rights or obligations under these Standard Terms to any third party.
- 24.3. We may assign our rights and/or obligations under these Standard Terms to any third party, and we will provide you with notice of the assignment. If you are a Consumer, the termination right set out in clause 2.4 shall apply to you as if the assignment were an update to these Standard Terms.
- 24.4. If any term, provision, part-provision, covenant or condition of these Standard Terms is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect.
- 24.5. A person who is not a party to these Standard Terms shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Standard Terms.
- 24.6. These Standard Terms are governed by English law. This means that your use of the Services, and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims) will be governed by English law.
- 24.7. If you are a Business User, you and we irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Standard Terms or its subject matter or formation.
- 24.8. If you are a Consumer and we direct the Services to your country of residence:
- you may bring any dispute which may arise under these Standard Terms to, at your discretion, either the competent court of England, or to the competent court of your country of habitual residence if this country of habitual residence is within the UK, which courts are (with the exclusion of any other court) competent to settle any such a dispute; and
 - we will bring any dispute which may arise under these Standard Terms to the competent court of your country of habitual residence if this is within the UK or otherwise the competent court of England.
- 24.9. If you are a Consumer and are resident in the UK and we direct the Services to (and/or pursue our commercial or professional activities in relation to the

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Services in) the country in which you are resident, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Standard Terms, including clause 24.8, affects your rights as a Consumer to rely on such mandatory provisions of local law.

May 2024

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FEE SCHEDULE

Membership Fees

Membership Fee	£6.00 (six pounds) per month payable in advance on the first day of each calendar month
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Journey Fees

Journey Fee	£2.52 (two pounds and fifty-two pence) per 15-minute interval of the Journey Time. This fee is inclusive of: (a) insurance as per clause 18.1; (b) fuel and/or electricity charging cost; and (c) congestion charges, clean air zone charges, and ULEZ charges.
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Other Fees

Additional Mileage Fee	If you travel over 60 miles (96.5km) on your Journey you will be liable to pay £0.30 (thirty pence) per additional mile.
Late Return Fee	If you return the Vehicle after the Return Time, you will be charged an additional amount of £20.16 (twenty pounds and sixteen pence) for every hour (or the part thereof) that the Vehicle is late. For example, if the Vehicle is returned two hours forty minutes after the Return Time, the Late Return Fee is £60.48 (sixty pounds and forty-eight pence).
Incorrect Return	If you leave the Vehicle at a location other than the Vehicle Location, without our prior approval, you will be liable to pay a minimum of £30 (thirty pounds), plus any costs associated with storing and moving the Vehicle to the correct Vehicle Location.
Low Battery/Fuel Fee	If you fail to comply with clause 13.1(d) or (e) (as the case may be), a fee of £30 (thirty pounds).
Cigarette/Vape Fee	If sign of smoking cigarette/vape or any odour is found on the vehicle, you will be liable to pay a minimum of £30 (thirty pounds), plus any costs associated with removing the odour from the Vehicle.
Dirty Vehicle Fee	£30 (thirty pounds), plus any costs associated with removing the dirt or rubbish from the Vehicle.
Pet Fee	£30 (thirty pounds), plus any costs associated with removing debris from the Vehicle.
Vehicle Property Fee	If you lose or mis-place the Vehicle Property, a fee of £30 (thirty pounds), plus any costs to procure the misplaced item(s).
Violation and Fine Administration Fee	If we are in receipt of any Violation or Fine incurred by you during your Journey, we will charge you £15 (fifteen pounds) to process the Violation or Fine (which shall not include payment of any such Violation or Fine).
Damage Fee	If you damage the Vehicle you will be liable to pay £30 (thirty pounds) plus the actual costs of repairing the vehicle payable in accordance with these Standard Terms

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ANNEX 1: Model Cancellation Form

Model Cancellation Form

To: [Park24 International Limited], [Saffron Court, 14b St Cross Street, London, England, EC1N 8XA]

E-mail address: [support@ncpcar.uk]

I/We(*) hereby give notice that I/We(*) cancel from my/our (*) contract of sale of the following goods(*)/for the provision of the following service*,

Ordered on(*) / received on(*)

Name of consumer(s),

Address of consumer(s),

Signature of consumer (only if this form is notified on paper)

Date

(*) Please delete if not applicable