



# MOBILITY SERVICES AGREEMENT

**ONWRD**

Effective from 1<sup>st</sup> December 2025

## INTRODUCTION & DEFINITIONS – MOBILITY SERVICES AGREEMENT

This is a Mobility Services Agreement setting out the terms and conditions of trading between ONWRD and the Customer. The Supplying Partner will also have terms and conditions, vehicle condition reports, schedules, charging structures and operating procedures for each Mobility Service provided.

### 1 DEFINITIONS

The following words and expressions shall have the following meanings (in relation to vehicle rental services):

**Mobility Services Agreement:** is made up of the one or more of the following documents, including but not limited to; the rental agreement, Privacy Policy, vehicle condition report (whether paper or electronic), lease agreement, taxi booking form and any document referred to from time to time. These form the entire agreement between the parties in respect of its subject matter, such that no statement made by any representative of ONWRD or the Supplying Partner shall apply to the contract.

**Mobility Services:** including but not limited to vehicle rental, vehicle subscription, ride hailing, onward mobility, ground transport, private hire, chauffeur drive, transportation services and travel management.

**Office Hours:** Monday to Friday, 08:00 hrs to 17:30 hrs excluding Saturdays/Sundays and Bank Holidays;

**ONWRD:** Ogilvie Fleet Limited t/a ONWRD, Co. No. SC67027, Registered Office at Ogilvie House, 200 Glasgow Road, Stirling, FK7 8ES, and any associated company;

**Customer:** The company or agent of that company named in this Agreement, who is renting the vehicle, responsible for insuring the vehicle (unless CDW is specifically purchased), or for engaging any of the Services offer from time to time;

**Supplying Partner:** Any company, branch location or service provider who are the nominated agent of ONWRD which is responsible for supplying any of the Mobility Services;

**In Writing:** By email, in a letter, on a dedicated app or website or via ONWRD's chosen rental management system (the Portal);

**TBA/TBC Reservation:** (To Be Advised / To Be Confirmed). A reservation made with no specified end date and time;

**APU/AC Reservation:** (Automatic Pick Up / Auto Collect). A reservation made with a specified end date and time, upon which it will automatically be collected;

**Hire Period:** is the period from the date and time the vehicle is delivered (or collected from Supplying Partner) to the date and time the vehicle is collected (or returned to the Supplying Partner)

**Tariff:** Shall mean ONWRD's tariff applicable to the Customer from time to time relating to the provision of vehicle rental services under this agreement together with ONWRD's standard fees, charges, and costs; From time to time, ONWRD may need to provide POA (Price on Application) rates and terms for specific rentals which fall outside of the standard Tariff, or for specialist vehicle groups or delivery locations that attract additional costs. These will be communicated in writing, and by placing a reservation, the Customer shall be deemed to have accepted those rates and terms. All other Terms and Conditions will remain. E&OE.

**Short Term / Daily Rental:** ONWRD's short term rental product. The Customer shall be charged at the daily rate as detailed in the relevant Tariff depending upon the number of days hired. Should the number of days exceed 28 days, the Customer shall be charged in accordance with the Daily Tariff until such time as the booking is terminated.

**Flexirental:** ONWRD's medium term rental product. Flexirental has a minimum 28-day initial rental period and should the Customer terminate the hire within the first 28 days, they will be charged for a minimum 28-day rental period. All subsequent rental days will be charged pro rata. The Flexirental product must be selected at the point of booking.

**Rental Agreement:** The Supplying Partner's specific terms and conditions (which may supersede some of the terms contained herein).

**Additional Charges Schedule:** Shall mean ONWRD's fees, charges and costs applicable to the Customer from time to time relating to the provision of vehicle rental under this agreement, including, but not limited to, abortive deliveries and/or collections, cancellations, delivery & collection, fuel, EV charging (additives), fines/tolls/traffic violations and administration charges relating to, mileage allowance and charges for any excess mileage, out of hours, one way, premium or city centre locations and airport charges and any other charges that maybe incurred during the rental, even if not confirmed at time of booking. ONWRD reserves the right to amend with a minimum of 14 days' notice.

**Company:** shall include individuals/sole traders, partnerships, unincorporated bodies and similar legal entities.

**Driver:** The person in possession of the vehicle while on hire and in doing so acts as an agent for the Customer.

**COI:** Customers Own Insurance, supplied by the customer which provides comprehensive insurance cover for the duration of the rental period

**CDW:** Collision Damage Waiver is the Supplying Partner's insurance which provides cover for the duration of the rental period. Restrictions may apply depending upon the Supplying Partner. Excess charges are the responsibility of the Customer/Driver and amounts may vary between Supplying Partners.

## **2 RENTAL RESERVATIONS**

- 2.1 The Customer must make all reservations with ONWRD via the Portal, dedicated App, telephone number or reservations email addresses provided.
- 2.2 The Customer must provide the following:
  - 2.2.1 Account number;
  - 2.2.2 Valid Purchase Order number; covering the entirety of the reservation and any end of rental charges. Where this is not provided to ONWRD, charges will be assumed to have been authorised by the Customer and invoiced accordingly.
  - 2.2.3 Booking Contact;
  - 2.2.4 Vehicle Group required;
  - 2.2.5 Name and address of the Customer;
  - 2.2.6 Driver name, address, email address, telephone number, delivery location and collection location if different;
  - 2.2.7 Start date and time, and duration of the rental;
  - 2.2.8 Confirmation of whose insurance is to be used;
  - 2.2.9 Whether TBA or APU Reservation;
  - 2.2.10 The Tariff on which the Customer wishes to place the booking
- 2.3 All reservations requiring the Supplying Partner's insurance must be confirmed in writing (referred to from time to time as CDW) or the CDW option selected if booked via the Portal.
- 2.4 ONWRD will provide a booking reference on receipt of the information listed in 2.2.

## **3 VEHICLE GROUPS; UPGRADES**

- 3.1 If a booking has been confirmed, ONWRD reserves the right to provide a free upgrade, including to an automatic group, even where a manual is requested, after the reservation has been confirmed, without notifying the Customer.
- 3.2 In the event that a reservation has not been confirmed and ONWRD cannot supply a vehicle from the vehicle group requested, ONWRD will seek to offer the Customer a vehicle from an alternative group but charged at the commensurate rate.

## **4 DELIVERY**

- 4.1 ONWRD strongly recommends that your Driver is present for delivery and handover.
- 4.2 The Supplying Partner will deliver the vehicle by the time and date requested, traffic conditions permitting.
- 4.3 ONWRD reserves the right for the Supplying Partner to deliver vehicles early wherever necessary. The hire period, for the purposes of insurance, risk, fines and other applicable charges, will commence from the time the vehicle is delivered, although rental charges will only be applicable from the date and time agreed for delivery.
- 4.4 Where a walk-in collection is requested (where the Driver collects the vehicle from the Supplying Partner), the Driver must produce their Driving Licence, and access to DVLA records to confirm any endorsements and any other information requested along with the ONWRD reference number.
- 4.5 Attended deliveries: The Customer must ensure that the Driver signs and retains a copy of the Rental Agreement as proof of the vehicle's condition report at the start of the hire. If the Driver is not available to sign, the Customer must use its best endeavours to find another signatory and must assist the Supplying Partner in this respect.
- 4.6 Unattended deliveries: In the event that no one can be made available or willing to sign for the vehicle:
  - 4.6.1 ONWRD's Supplying Partner reserves the right not to leave the vehicle in the place requested and will not be liable for late delivery, non-delivery or any other costs or damages resulting from not leaving the vehicle;
  - 4.6.2 The Supplying Partner may, at its discretion, deliver the vehicle unattended. In this event, it is the Driver's/Customer's responsibility to check the vehicle and ensure that any discrepancy between the vehicle condition and the Rental Agreement is advised to ONWRD within two (2) working hours and prior to the car being moved.

- 4.6.3 If, after two (2) working hours of the requested delivery time, the Driver/Customer has not so informed ONWRD of any such damage, the Driver/Customer will be deemed to have accepted the vehicle in the condition noted in the vehicle condition report.
- 4.6.4 The lack of a signature on the Rental Agreement shall not invalidate any of the terms of this Agreement, which shall be binding on the Customer and shall not be deemed as a reasonable mitigation for non-payment of charges such as damage, fuel and any other charges.
- 4.7 Abortive deliveries & collections: ONWRD will charge an abortive delivery charge plus any delivery or collection costs incurred including any fuel, mileage driver costs incurred if:
  - 4.7.1 The reservation is cancelled or changed within the four (4) working hours immediately prior to the requested delivery time, or after the Supplying Partner has set off to deliver, or pre-delivered the vehicle;
  - 4.7.2 The Driver is more than 15 minutes late in meeting the Supplying Partner at the requested place for delivery where the Driver has agreed with the Supplying Partner to meet at a certain time and place, even if the time agreed is prior to the time at which the hire commences;
  - 4.7.3 The Supplying Partner has gone to collect a vehicle and the vehicle, or its keys, are not made available, or the vehicle is not accessible at the agreed time and place or the vehicle is insufficiently fuelled to reach the Supplying Location;
  - 4.7.4 If the Driver refuses to accept a vehicle for reasons of personal preference, where a vehicle from the correct vehicle group was delivered.
- 4.8 Charges for delivery and collection: The charges in the Additional Charges Schedule for delivery and collection will be automatically invoiced. Mileages are calculated as the distance between the postcode of the Supplying Partner and the postcode of the delivery address. The Customer shall be responsible for the fuel used during delivery and collection. Charges including tolls, congestion, emissions, and similar charges incurred en route will also be charged. ONWRD reserves the right, with prior agreement with the Customer, to apply additional delivery and collection charges e.g. specialist vehicle groups or remote locations.
- 4.9 Out-of-hours delivery charges: Any hires with a start time or end time outside of the Supplying Partners standard opening hours will incur charges as listed in the Additional Charges Schedule.
- 4.10 Airport, Premium and City Centre Locations etc. delivery charges: Vehicles delivered to or collected from these locations may incur an additional charge as listed in the Additional Charges Schedule. Certain other locations may also incur this charge, but if so, the Customer will be informed prior to confirmation of the booking unless changes are made after the start of the rental which may result in these charges.

## **5 EXTENDING THE HIRE**

- 5.1 It is the responsibility of the Customer to extend hire periods with ONWRD's Mobility Team, or via the Portal or dedicated App and these will be extended at ONWRD's sole discretion. Hire periods may not be extended in any other way; for example, they may not be extended directly with the Supplying Partner or extended by the Driver. If a vehicle has been booked on a TBA/TBC basis, and the provisional termination date has elapsed, the hire period will be automatically extended for up to 28 days, until the Customer terminates the hire with ONWRD.
- 5.2 In the event that the Driver fails to return the vehicle or make it or the keys available or accessible for collection on or after the appointed time and place, then the vehicle will remain on hire until the vehicle is returned or made available and accessible.
- 5.3 ONWRD may agree, upon request, to repossess the vehicle against the Driver's wishes. All costs relating to any repossession will be the responsibility of the Customer.
- 5.4 ONWRD shall not be responsible if the vehicle is stolen by the Driver or other party, even if it has been asked to attempt repossession, and will claim for any such stolen vehicle against the Customer and/or their insurer.

## **6 TERMINATING THE HIRE**

- 6.1 It is the Customer's responsibility to end TBA Reservations. The vehicle will remain on hire until the hire period is terminated by the Customer. The hire period may be terminated by the Customer notifying ONWRD's Central Reservations via the Portal or dedicated App, within Office Hours and ONWRD having acknowledged the termination. Reservations may not be terminated in any other way.

- 6.2 In the case of an APU/AC rental, the rental charges will automatically cease at the specified end date and time. However, insurance will remain the responsibility of the Customer (if Renting on Customers Own Insurance) and damage, fines and other applicable charges, will apply until the vehicle is collected.
- 6.3 In the event of an abortive collection (see clause 4.6) the charges will be applied until such time as the vehicle is actually made available for collection.
- 6.4 Changes to termination times can be made within four (4) working hours of the agreed termination time; but may incur abortive charges and other charges if the Supplying Partner has set off to attempt collection.

## **7 RETURNING THE VEHICLE**

- 7.1 ONWRD recommends that vehicles are attended at collection to avoid contention over vehicle condition, miles, fuel and any other end of rental charges.
- 7.2 The Customer must ensure that the Driver, or another authorised representative of the Customer, is available on collection to sign the vehicle condition report.
- 7.3 In the event of a collection not being attended:
  - 7.3.1 The Driver must ensure that the vehicle is safely and legally parked, and must pay for any parking charges, fines, and other charges incurred as a result of the vehicle being left where it is;
  - 7.3.2 The Customer must inform ONWRD of a secure location where the keys are to be left; and the Driver and/or the Customer will be liable for all losses incurred by ONWRD and/or the Supplying Partner due to the theft of the vehicle, its keys, or any of its contents;
  - 7.3.3 The vehicle will remain on hire until the vehicle is made available for collection (and this may include any period during which the vehicle is unable to be collected, e.g. due to being locked in a car park).
- 7.4 Late collections/returns: Late returns incur an extra day's hire charges. A grace period of 29 minutes shall be granted, such that the vehicle may be returned/made available for collection up to 29 minutes after the appointed time.
- 7.5 Vehicle damage: The Driver and/or the Customer will be liable for all losses incurred by ONWRD and/or the Supplying Partner due to the vehicle being damaged after delivery and before being collected.
  - 7.5.1 The Customer shall procure that the Driver shall immediately notify ONWRD of any damage or loss caused to any vehicle and procure that the Supplying Partner shall have immediate access to the Driver to discuss any such damage or loss. The Customer shall procure that the Driver will assist ONWRD and the Supplying Partner with any queries in relation to the damage or loss.
  - 7.5.2 On collection of the vehicle, the Supplying Partner will record on the vehicle condition report the fuel level of the vehicle, the mileage and any damage to the vehicle which is able to be identified on a reasonable visual inspection. If the collection is made in the dark, when the vehicle is excessively dirty, covered with snow etc., such that some damage normally visible on an inspection may be missed, within one business day of the vehicle being returned to the branch, the Supplying Partner will clean and inspect the vehicle, and will notify ONWRD of any damage then found. In the event that damage was not visible on inspection but becomes apparent to the Supplying Partner whilst it is driving the vehicle back to the branch or after further inspection, it may record details of such damage and the Supplying Partner shall be entitled to claim for such damage and the Customer shall pay for such damage claimed.
- 7.6 ONWRD will pass on any valet charges if the vehicle is not returned in a clean and hygienic condition inside and out, free from unpleasant odours e.g. evidence of smoking, soiling of seats.

## **8 VEHICLE USE / MISUSE**

- 8.1 Maintenance: The Customer shall ensure that the Driver carries out the routine maintenance of the vehicle during the hire, commensurate with the mileage covered, including (without limitation) the checking of tyre pressures, oil, additives (e.g. AdBlue) and water levels as recommended by vehicle manufacturer, and the filling of the vehicle with fuel of the correct type. The Driver must also ensure that the vehicle is serviced, MOT'd as instructed by the Supplying Partner. Any costs incurred or suffered by ONWRD or the Supplying Partner in dealing with damages and costs arising from failure to adhere to this clause shall be borne by the Customer including but not limited to the cost of service and the cost to re-instate or replace the manufacturer's warranty, or diminution in residual value due to an invalid warranty and misuse or missed servicing.

- 8.2 Vehicles taken overseas: No vehicle may be taken outside of UK Mainland and Northern Ireland without:
  - 8.2.1 ONWRD's and the Supplying Partners prior written consent and a VE103B form or equivalent;
  - 8.2.2 Payment of the overseas surcharge and associated fees levied, whether set out in the Additional Charges Schedule or not;
  - 8.2.3 Overseas breakdown cover being put in place (including cover for repatriation costs to the UK) by the Customer;
- 8.3 The Supplying Partner will not arrange the overseas breakdown cover, unless it agreed to do so at the time of the original booking of the vehicle.
- 8.4 In the event that a vehicle is taken abroad without any of the above, ONWRD may charge an administration fee of no less than £100, in addition to the overseas surcharge and any other associated costs that may arise.
- 8.5 The Customer is responsible for and indemnifies ONWRD and the Supplying Partner against all and any costs, claims, liabilities and expenses incurred in relation to the vehicle's keys being lost by the Driver. ONWRD may charge an administration fee for dealing with the issue of lost keys, as set out in the Additional Charges Schedule.
- 8.6 No vehicle may be used in any illegal activity, racing, in Driver training or any other misuse ONWRD deems dangerous or inappropriate.
- 8.7 The Customer will not itself, and will procure that the Driver will not, sell, sub-hire or part with possession of any vehicle or any of its parts at any time.
- 8.8 There shall be no smoking in any vehicle.
- 8.9 No modifications of any nature shall be made to the vehicle including application of decals or signage (unless agreed in writing). Any removal or rectification work to make good is the responsibility of the Customer. Any charges levied to repair will be passed on to The Customer.
- 8.10 Where the type of vehicle requested requires the Customer to have an Operator's Licence, a copy of this must be made available upon request. Similarly, it is the Customer's responsibility to ensure all Drivers have the appropriate licence, qualifications, and permissions to operate the Vehicle being hired. The Customer indemnify ONWRD against all costs relating to the vehicle being driven by any individual not duly permitted.

## **9 ELECTRIC / ALTERNATIVE FUEL VEHICLES**

- 9.1 The Customer / Driver is responsible for all costs relating to charging of Electric Vehicles, including any EV charger idle fees.
- 9.2 Drivers must request ONWRD or Supplying Partners permission to connect the vehicles to any Apps, and must disconnect from any Apps prior to collection. Failure to do so will result in the vehicle being placed back on hire and charged accordingly until such time as the App is no longer connected. ONWRD nor the Supplying Location will not be held responsible for the performance of, or any costs related to the failure of any software in the vehicle or associated Apps.
- 9.3 At the end of the rental, there must be a minimum of 75 miles range or the Supplying Partner may abort the collection, and the vehicle be placed back on hire until charged sufficiently or other charges may apply. Delivery, collection, abortive and other charges may be different from the standard Additional Charges Schedule.

## **10 FINES, CONGESTION AND PENALTY CHARGES.**

- 10.1 The Customer is responsible for and indemnifies ONWRD and the Supplying Partner against all and any costs, claims, liabilities, and expenses incurred in relation to, including and not limited to, fines, congestion charges, speeding tickets, parking tickets, traffic violations, tolls, compound fees, emissions, or similar charges, incurred in relation to the vehicle during the period of the hire, from the point of delivery onward. ONWRD may, at its discretion, pay the fine and invoice the Customer for the costs incurred plus an administration fee as set out in the Additional Charges Schedule, even in the event where the Driver's appeal is upheld with a third-party issuer due to administrative work undertaken.

## **11 FUEL AND ADDITIVE CHARGES**

- 11.1 The Customer is responsible for the cost of all fuel, EV charging and additives (including but not limited to AdBlue) used during the period of hire, including the delivery and collection, from and to, the Supplying Partner. If there is any shortfall noted on the return of the vehicle, the Customer will be liable for a refuelling, re-charging and/ or additive surcharge as set out in the Additional Charges Schedule.

## **12 EXCESS MILEAGE**

- 12.1 The Additional Charges Schedule sets out the typical mileage allowances per 28 days and indicative excess mileage charges applicable. Allowances and charges may vary according to vehicle group selected and ONWRD reserves the right to amend these allowances and charges from time to time.
- 12.2 In the event that the vehicle is driven more than the agreed mileage allowance, ONWRD at its discretion may terminate the hire and the customer must make the vehicle available for collection or swap within three (3) working days.
- 12.3 Excess mileage charges may be charged every 28 days, upon changeover of the vehicle, upon termination of a hire or at ONWRD's discretion.
- 12.4 The Supplying Partner will indicate maximum mileage allowed before that Vehicle must be made available to swap. If the Vehicle is not made available prior to this limit being reached, then the excess mileage rate set out in the Additional Charges Schedule will become void and the Supplying Partner may apply a punitive rate for each mile driven in excess of the specified maximum odometer mileage limit.

## **13 ONE-WAY HIRES**

- 13.1 The Additional Charges Schedule sets out the surcharge for one-way hires, i.e. hires which involve the vehicle being returned to or collected by any location other than the Supplying Partner's delivery location or branch.

## **14 INTERNATIONAL HIRES**

- 14.1 ONWRD has partners or locations abroad which may be able to supply vehicles in their countries. Such hires must be booked at least 72 hours in advance. Special rates, ancillary charges, mileage restrictions, terms and conditions apply to such hires. The Supplying Partner's insurance must be purchased in these instances. Should the driver request or accept any additional items not quoted, these charges will be the responsibility of the Customer.

## **15 VEHICLE CHANGE-OVER**

- 15.1 The Supplying Partner is entitled, on giving the Driver 48 hours' notice, to change a vehicle mid-way through the hire period.
- 15.2 Vehicles will be changed over at the original delivery location, or any other location agreed with the Driver. ONWRD may charge for the extra costs of changing over the vehicle at an address which is different to the original delivery address, where it is the Driver who is requesting the change to be at that different address.
- 15.3 When a vehicle is subject to a change-over, a refuelling surcharge may be applicable as per 11.1 and excess mileage charges as per 12.3

## **16 INSURANCE**

### **(A) Using the Supplying Partner's insurance (CDW)**

- 16.1 If the Supplying Partner's insurance is to apply, the Customer must request this with ONWRD central reservations at the time of booking the vehicle. If the Customer normally hires vehicles on its own insurance but wishes to use the Supplying Partner's insurance for a particular hire, this must be agreed in Writing. It is the responsibility of the Customer to inform the Driver that there is an excess on the policy. The Driver may be required to leave his/her credit card details to cover the excess in the event of damage or loss.
- 16.2 Driver ID: If the Supplying Partner's insurance is required, the Driver must show the Supplying Partner at the delivery point (a) their full valid driving licence and other information, including but not limited

- to access to DVLA records to confirm any endorsements and (b) photo ID (photo driving licence or passport). If the Driver is unable to satisfy the Supplying Partner of his/her identity in this way, the vehicle may not be left, and abortive delivery charges may apply.
- 16.3 The Tariff and/or Additional Charges Schedule sets out the additional supplementary charges with regards to insurance and if applicable the Customer shall pay such charges which may include a charge for an Additional driver/s and a surcharge for Drivers under specified ages to be permitted to drive the vehicle.
- 16.4 There will be circumstances in which the Supplying Partner's insurance will not be able to cover the Driver in question, e.g., because of endorsements on the Driver's licence, the Driver's age, profession, accident history etc. (such endorsements etc. should be notified to ONWRD upon the initial booking of the vehicle). In this event, the Supplying Partner may refuse to leave the car with the Driver, and abortive delivery charges will apply.
- 16.5 The Supplying Partner has the right to refuse to fulfil a booking on reasonable grounds such as (but not limited to) the fact that the hire represents an unusually high insurance risk, e.g., due to the location in which the vehicle is intended to be left overnight.
- 16.6 The Customer shall procure that the Driver must immediately report to ONWRD if they are involved in any accident and procure that ONWRD and the Supplying Partner shall have direct access to the Driver to discuss any accident. The Customer shall procure that the Driver must assist ONWRD and the Supplying Partner with any queries in relation to the accident, and in making or defending any insurance claim.
- 16.7 Negligent damage: The Customer shall be charged for damage caused by the Drivers negligence, including but not limited to:
- 16.7.1 Overhead damage caused by driving under overhead obstacles,
- 16.7.2 Damage to tyres, glass, upholstery, items broken or damaged requiring repair or replacement, seats, loss of charging cable, heavy soiling of interior/exterior
- 16.7.3 Call outs due to driver fault including but not limited to flat battery, keys locked in vehicle, lost keys, punctures (whether repair kit supplied or not), damage to tyre, tyre replacement, insufficient range to complete the journey etc.
- (B) Using the Customer's Own Insurance (COI)
- 16.8 A fully comprehensive and valid insurance policy from a reputable insurer must be in place, if the Supplying Partner's insurance is not to be used. A certificate of insurance must be provided to ONWRD. The insurance must cover the total hire period for the full replacement value of the vehicle.
- 16.9 The Customer is responsible for the updating of The Motor Insurer's Database with the details of the hire car.
- 16.10 The Customer is responsible for all repair costs, including, but not limited to, body and underneath damage, engine/component damage, windscreen damage, wheel trim damage, tyre damage, punctures, and all internal damage, including cigarette burns while in possession of the vehicle. The Customer is also responsible for any insurance excess and loss of use charges, if not paid by the insurer.
- 16.11 The Customer indemnifies ONWRD and the Supplying Partner against all claims, costs, expenses and damages incurred by ONWRD or the Supplying Partner arising due to the insurance of the Customer failing to cover damage or loss or arising due to the Customer's failure to pay for damage or loss.
- 16.12 The Customer will use its best endeavours to assist ONWRD in damage claims.
- 16.13 The Driver must sign the accident report forms if requested, if involved in any accident. The Customer may not refuse to pay for damage, or delay payment, simply by reason of the Driver not having signed or completed an accident report form.
- 17 CHOSEN LOCATIONS FOR DELIVERY OR COLLECTION OTHER THAN RENTING COMPANIES OFFICES**
- 17.1 Drivers and Renting Companies accept that, when asking for vehicles to be delivered to/collected from a location not in their control, all terms still apply.
- 17.2 The Customer must arrange insurance from the point at which the vehicle is delivered at the specified location, until the time it is collected from the specified location by the Supplying Partner;
- 17.3 The Customer must accept the vehicle condition as assessed by the chosen location; and
- 17.4 If the vehicle is damaged or stolen, the Supplying Partner will claim all costs, damages and expenses from the Customer, not from the chosen location.



## **18 DAMAGE CLAIMS PROCEDURES**

- 18.1 ONWRD will notify the Customer in writing, via email or Portal, detailing the claim, as soon as possible; however, any delay in notification or subsequent invoice will not render the claim invalid. ONWRD reserves the right to
- 18.2 The Customer has five (5) working days to dispute any claim, if no dispute is received, the claim amount will be invoiced.
- 18.3 Invoices for damage claims are payable 7 days from the date of the invoice or as otherwise specified on the invoice.
- 18.4 ONWRD will not be responsible for the costs of dealing with any dispute between the Driver/Customer and the Supplying Partner and will pass on an administration fee should a damage invoice be raised.
- 18.5 The Customer is not permitted to repair damage to an ONWRD or Supplying Partner's vehicle, unless with the express written permission of an authorised representative of ONWRD or the Supplying Partner's Insurance Department. The Customer indemnifies ONWRD and the Supplying Partner against all costs, expenses, liabilities, damages and claims incurred by them in respect of unauthorised repairs, including (without limitation) costs of repairing the vehicle to a proper standard following any repairs which were below ONWRD's or the Supplying Partner's normal standard.
- 18.6 A vehicle which is rendered unavailable for rent for example due to damage, theft or write off will result in loss of use charges being charged to the Customer. Charges will apply for the duration of time that the vehicle is unavailable to rent at the prevailing daily rate.
- 18.7 If a vehicle is stolen or written off while under the Customer's own insurance, loss of use charges at the prevailing daily rate will apply plus any other fees due until the vehicle is returned or payment for the full value of the vehicle and the excess is made to ONWRD.

## **19 PAYMENT**

- 19.1 Vehicle rental invoices will be issued on termination of the hire, or at 28-day intervals, and are payable subject to agreed terms. Payment terms for other Mobility Services may vary and this will be notified prior to making those services available. Any queries about invoices must be raised within 7 days of the invoice date.
- 19.2 Credit terms of up to (strictly) 30 days from the date of the invoice may be agreed, along with an agreed credit limit, on the opening of an account. Credit terms may be withdrawn at any time. ONWRD may refuse to accept bookings if the credit limit has been reached or if payments are persistently late.
- 19.3 Direct debits credit terms for direct debit accounts are 30 days on average, and payments will be collected as they fall due.
- 19.4 Interest will be charged on all late payments at the rate of 8% above the Bank of England base rate, calculated on a daily basis, whether before or after judgment.
- 19.5 The Customer must pay invoices relating to repairs within the credit period of 30 days or as otherwise specified on the invoice.
- 19.6 The Customer must pay all charges in respect of rejected credit card payments, including where the attempted credit card payments were in respect of damage charges and any additional admin fees.
- 19.7 All charges are exclusive of Value Added Tax (VAT). VAT will be applied at point of invoice at the prevailing rate. Should our charges become subject to any additional Taxes, these will be passed on to the Customer.

## **20 CHANGES TO THESE TERMS**

- 20.1 ONWRD may alter this agreement and/or the Additional Charges Schedule at any time, provided it notifies the Customer of the change in Writing (although the Additional Charges Schedule may be changed without notification). No other amendment shall be binding unless made in Writing. Continued use of these services will be deemed as acceptance of these Terms.

## **21 DEFAULT**

- 21.1 ONWRD may forthwith by notice in writing to the Customer terminate, with immediate effect, all the rights of the Customer under this agreement and in respect of all vehicles hired if the Customer shall:

- (a) Become insolvent; make any composition; enter into any voluntary arrangement with its creditors; go into liquidation whether voluntary or compulsory; have a receiver or administrative receiver appointed over all or any of its assets; suffer an execution, distress or an administration order to be levied against it or its goods; be deemed for the purposes of Section 123 of the Insolvency Act 1986 to be unable to pay its debts; or
- (b) Fail to observe and perform any provision or obligation of this agreement, including failure to pay any sum correctly due to ONWRD, or if the same shall be capable of remedy, shall fail to remedy such non-observance or non-performance within 21 days of being required in writing to do so; or
- (c) Undergo any material adverse change in the business, operations, property, other assets or condition, financial or otherwise since the date of this agreement; or
- (d) Default or an event of default has occurred under any other agreement between ONWRD, it's associated or subsidiary companies and the Customer.

## **22. CONSEQUENCES OF DEFAULT**

The following shall apply upon termination of this agreement under Clause 21 and any indulgence granted by either party shall not affect their rights:

- 22.1 The hire of all vehicles shall terminate.
- 22.2 ONWRD shall invoice the Customer for all sums due and accrued up to the date of termination together with any additional sums due in relation to vehicles retained by the Customer subsequent to the date of termination, together with all costs and expenses (including legal fees) and amounts due to ONWRD in the enforcement of its rights and remedies under this agreement or otherwise. ONWRD shall invoice the Customer for all such amounts, such invoice to be paid by direct debit within 30 days of the date of ONWRD's invoice. In the event that the Customer fails to pay such sums by the due date ONWRD shall be entitled to charge interest in accordance with Clause 18.3.

## **23 FORCE MAJEUR**

- 23.1 ONWRD will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), act of god, governmental intervention, epidemic, pandemic or other natural disaster, or any other event that is beyond ONWRD's reasonable control.
- 23.2 If any event described under this Clause 23 occurs that is likely to adversely affect our performance of any of our obligations under this Agreement:
- 23.3 ONWRD will inform you as soon as is reasonably possible;
- 23.4 Our obligations under this Agreement will be suspended and any time limits that ONWRD are bound by will be extended accordingly;  
ONWRD will inform you when the event outside of our control is over and provide details of any new dates, times or availability of Services as necessary;  
If the event outside of our control continues for more than 60 days ONWRD reserves the right to cancel the agreement and inform you of the cancellation.

## **24 DATA PROTECTION SUMMARY**

- 24.1 All personal information that we may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR.  
For complete details of our policy on collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice on our website at [www.onwr.co.uk](http://www.onwr.co.uk)
- 24.2 You must ensure that in respect of any information you provide us with, which does not relate to you (for example, information about your representatives or your companies' employees), you have obtained the necessary consent in order to disclose such information and we recommend you provide the individual to whom the information relates with a copy of this notice.

## **25 PRICING TERMS**

- 25.2 Pricing has been supplied based on an assumed volume and profile of business. Tariffs will be typically reviewed on an annual basis (or as market conditions vary). ONWRD reserves the right to increase Tariffs by at least the prevailing rate of CPI.
- 25.3 The term of this Agreement is 3 years from the date of signing.
- 25.4 The Agreement is provided on a non-exclusive basis
- 25.5 This Agreement can be terminated by providing three (3) months' notice by either party in writing after the first anniversary of signing this Agreement. If no notice of termination is received, this agreement will automatically continue until notice to terminate is provided by either party.
- 25.6 Post Termination all charges remain due and any clauses relating to use of personal data remain in effect in perpetuity

## **26 GENERAL CLAUSES**

- 26.1 No party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other parties, by reason of any delay in performance, or non- performance, of any of its obligations under this Agreement to the extent that such delay or non-performance is due to any event beyond its reasonable control, of which it has notified the other party; and the time for performance of that obligation shall be extended accordingly.
- 26.3 In the event of any conflict between the terms set out in this Agreement, and the terms of any other document or agreement, including the Rental Agreement, the terms set out herein shall prevail.
- 26.4 The Customer shall supply any relevant information that ONWRD requires.
- 26.5 The Customer will not permit or suffer any lien or encumbrance to arise in respect of any vehicle. ONWRD may (but shall not be obliged to) discharge any lien or encumbrance arising in respect of any vehicle and the Customer will forthwith on demand repay to ONWRD any sum paid by it to obtain such discharge.
- 26.6 The Customer will not assign or transfer or sub-contract any of its rights, benefits or obligations under this agreement.
- 26.7 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 26.8 ONWRD shall not be liable for loss of profits or any special, indirect or consequential damage suffered by any other party that arises under or in connection with this Agreement.
- 26.9 ONWRD's total liability arising under or in connection with this Agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise arising in connection with the performance, or contemplated performance, of the Agreement shall be limited to the price paid for the hire of the vehicle under the agreement. Nothing in this Agreement shall limit our liability for death or personal injury due to our negligence, to the extent the law permits such exclusion.  
English law applies to this agreement and the parties submit to the exclusive jurisdiction of the English courts