



Hire Agreement regulated by the Consumer Credit Act 1974

Vehicle Rental Agreement Summary

Parties to the Rental Agreement:

(1) **WUVA LTD**, registered in England and Wales with company number 13844772 and registered address at 28 Bower Road, Hale, Altrincham WA15 9DR; and

(2) Please complete: -

Renter

Address (including Postcode)

Email Address

Delivery Address (including postcode), if different from address above

Vehicle (including any equipment)

[eBike] [Pedal Bike] [eScooter]
[Scooter] [Lock / Equipment]

Replacement Cost

Rental Period

From the Delivery Date until you or we terminate the Rental Agreement in the manner set out below

Minimum Rental Period

[1 month] [6 months] [12 months]

Rental Fee (per month)

Monthly Discount

[i.e. the difference between the monthly Standard Rental Fee and the monthly (Committed Term) Rental Fee]

Payment Date

Other Permitted Users

[Renter's children]

Special Terms

[Deposit]
[Eligibility Requirements]
[Additional Charges]

Rental Fee

The first monthly Rental Fee will relate to the first month of the Rental Period and we will collect that payment once both parties have signed this Rental Agreement.

Further instalments of the Rental Fee will be collected on the Payment Date in each calendar month, and each instalment will relate to the following month of the Rental Period.

Right to end the Rental Agreement before the end of the Minimum Rental Period

If you enter into this Rental Agreement on a 'monthly rolling' basis (without a committed term longer than one month), you may end the Rental Agreement with effect at any time after the first four weeks of the Rental Period, by giving us at least two weeks' notice.

If instead you agree to a committed term (i.e. the Minimum Rental Period stated in this Rental Agreement is greater than one month), you may still end the Rental Agreement with effect at any time after the first four weeks of the Rental Period, by giving us at least two weeks' notice. However, if you end the Rental Agreement before the expiry of the Minimum Rental Period, we will charge you an Early Exit Fee calculated by multiplying the value of the Monthly Discount stated in this Rental Agreement by the number of complete months remaining before the end of the Minimum Rental Period (up to a maximum of six months).

You will retain use of the Vehicle until the end of the two-week notice period, and we will refund to you any Rental Payments which you have made to the extent that they relate to the period after the end of the two-week notice period. We may deduct from that repayment any amounts owed to us by you in respect of the Early Exit Fee or any other payments due on termination.

Other payments on termination

In addition to any Early Exit Fee, please see clause 12 of the *Vehicle Rental Terms and Conditions* for details of payments which may be due on termination.

This Rental Agreement is also subject to the *Vehicle Rental Terms and Conditions* which accompany it.

IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 covers this agreement and lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the owner cannot enforce this agreement against you without getting a court order.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

Signature of Renter: _____ Date of signature: _____

Signature on behalf of Wuva Ltd: _____ Date of signature: _____

Delivery Date _____

Signature of Renter: _____ Date of signature: _____



VEHICLE RENTAL TERMS AND CONDITION

1. Your Rental Agreement with Wuva

- 1.1 These *Vehicle Rental Terms and Conditions* together with the *Vehicle Rental Agreement Summary* make up your contract with Wuva Ltd, (company number 13844772) (**Wuva**) in respect of the hire of the vehicle (or each of the vehicles) identified in the *Vehicle Rental Agreement Summary* (the **Rental Agreement**).
- 1.2 In this Rental Agreement, the term **Vehicle** refers to any individual vehicle or item of equipment identified in the *Vehicle Rental Agreement Summary*. If the *Vehicle Rental Agreement Summary* identifies several vehicles or items of equipment, any provision of this Rental Agreement which refers to a Vehicle shall apply individually to each such vehicle or item of equipment.
- 1.3 By signing the *Vehicle Rental Agreement Summary*, whether on paper or electronically, you indicate your willingness to hire the Vehicle on the terms of the Rental Agreement – this is your **Request to Hire**.
- 1.4 Wuva is free to accept or decline your Request to Hire, and the Rental Agreement does not come into effect until the time when Wuva signs the *Vehicle Rental Agreement Summary* to indicate its acceptance of your Request to Hire or, if sooner, the time when Wuva makes the Vehicle available to you for your use in accordance with the Rental Agreement.

2. Rental Period and your right to end the Rental Period early

- 2.1 The rental period starts on the date on which Wuva makes the Vehicle available to you for your use in accordance with the Rental Agreement and, unless and until the Rental Agreement is terminated in accordance with its terms, it shall continue in effect for the Minimum Rental Period specified in the *Vehicle Rental Agreement Summary* and thereafter for rolling monthly periods of hire (together, the **Rental Period**).
- 2.2 Wuva shall hire the Vehicle to you during the Rental Period subject to the terms and conditions of this Rental Agreement.
- 2.3 Wuva shall not, other than in the exercise of its rights under this Rental Agreement or applicable law, interfere with your quiet possession of the Vehicle during the term of this Rental Agreement.
- 2.4 You may end this Rental Agreement with effect at any time after the first four weeks of the Rental Period, by giving Wuva at least two weeks' notice, subject to payment of the Early Exit Fee specified in clause 12.1.3 in cases where you terminate this Rental Agreement with effect before the end of any Minimum Rental Period specified in the *Vehicle Rental Agreement Summary*. You will retain use of the Vehicle until the end of the two-week notice period, and Wuva will refund to you any Rental Payments which you have made to the extent that they relate to the period after the end of the two-week notice period. Wuva may deduct from that repayment any amounts which you owe in respect of the Early Exit Fee or any other payments due on termination.

3. Rental Payments, Deposit and other charges

- 3.1 You shall pay the rental payments due to Wuva in accordance with the *Vehicle Rental Agreement Summary* (the **Rental Payments**), together with the deposit specified in the *Vehicle Rental Agreement Summary* (the **Deposit**), if any, and any other charges specified in the *Vehicle Rental Agreement Summary*.
- 3.2 The first Rental Payment, and the Deposit (if any) will be payable at the same time that you submit your Request to Hire, and Wuva will collect those amounts when it accepts your Request to Hire. The first Rental Payment will be a payment in respect of the first month of the Rental Period. Each further instalment of the Rental Payment will be collected on the Payment Date in each calendar month, and each instalment will be a payment in respect of the following month of the Rental Period.

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- 3.3 All amounts due under this Rental Agreement shall be paid through the electronic payment channel provided through the Wuva website, and shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 3.4 Where specified in the *Vehicle Rental Agreement Summary*, Wuva may require you to pay the Deposit, as security against default by you of payment of any Rental Payments or other charges due under this Rental Agreement, or any loss of or damage not in the course of normal use caused to the Vehicle. If you fail to make any Rental Payments or pay any other Charges in accordance with the *Vehicle Rental Agreement Summary*, or causes any loss or damage not in the course of normal use caused to the Vehicle (in whole or in part), Wuva shall be entitled to apply the Deposit against such default, loss or damage not in the course of normal use. You shall pay to Wuva any sums deducted from the Deposit within ten Business Days of a demand for the same. The Deposit (or balance of the Deposit) shall be refundable within ten days of the end of the Rental Period.
- 4. Delivery**
- 4.1 Delivery of the Vehicle is subject to availability. Wuva will contact you following receipt of your Request to Hire to confirm:
- 4.1.1 if the Vehicle you have requested is currently available, in which case you will be able to select your preferred date and time of delivery from the available options; or
- 4.1.2 if the Vehicle you have requested is not currently available, in which case Wuva will provide an indication of when it is expected to become available.
- 4.2 If the Vehicle you have requested is not currently available, Wuva will inform you when the Vehicle becomes available, at which point you will be able to select your preferred date and time of delivery from the available options.
- 4.3 Delivery shall be made by Wuva or a third party on Wuva's behalf to the address specified in the Vehicle Rental Agreement Summary (the **Delivery Address**).
- 4.4 Wuva shall use reasonable endeavours to deliver the Vehicle during the delivery window which you selected (the **Delivery Window**).
- 4.5 You shall ensure that you are available at the Delivery Address during the Delivery Window to accept delivery of the Vehicle, and Wuva will require you to:
- 4.5.1 provide proof of your identity; and
- 4.5.2 undertake any handover familiarisation process Wuva provides on delivery;
- before Wuva hands the Vehicle over to you.
- 4.6 Acceptance of delivery by you shall constitute conclusive evidence that you have examined the Vehicle and have found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save for any defects which could not be reasonably apparent on inspection). Wuva is entitled to assume that any person who accepts delivery at the Delivery Address is authorised to do so on your behalf unless you have specifically notified us to the contrary prior to delivery. If required by Wuva, you may be required to sign a form confirming such acceptance.
- 4.7 If you fail to accept delivery of the Vehicle during the Delivery Window, or if you are unable to provide proof of your identity to Wuva's reasonable satisfaction or to undertake any handover familiarisation process Wuva provides on delivery, then Wuva will not hand the Vehicle over to you, and will either (at Wuva's option) allow you to arrange a new Delivery Window through the Wuva website, or cancel the Rental Agreement and refund to you any Rental Payments that you have made. Please note that the Rental Period will not start until Wuva has made delivery of the Vehicle to you in accordance with this clause 4.



5. Title and risk

- 5.1 The Vehicle shall at all times remain the property of Wuva, and you shall have no right, title or interest in or to the Vehicle (save the right to possession and use of the Vehicle subject to the terms and conditions of this Rental Agreement).
- 5.2 The risk of loss, theft, damage not in the course of normal use or destruction of the Vehicle shall pass to you when the Vehicle is delivered to you in accordance with clause 4. The Vehicle shall remain at your sole risk during the term of this Rental Agreement and any further term during which the Vehicle is in your possession, custody or control (the **Risk Period**).
- 5.3 You shall give immediate written notice to Wuva in the event of any loss, accident or damage not in the course of normal use to the Vehicle, or any accident in which the Vehicle is involved, during the Risk Period. You must not use any Vehicle following any accident or damage since this may affect the safe and proper functioning of the Vehicle.

6. Who can hire and use the Vehicle

- 6.1 In order to be eligible to hire a Vehicle under this Rental Agreement, you must:
- 6.1.1 be at least 18 years of age;
 - 6.1.2 hold a valid driver's licence, where relevant;
 - 6.1.3 satisfy any other eligibility requirement specified in the *Vehicle Rental Agreement Summary*, or which Wuva otherwise notifies to you from time to time; and

and by entering into this Rental Agreement you warrant to us that you and any additional Authorised Users named on the *Vehicle Rental Agreement Summary* fulfil these eligibility requirements, and that you will immediately notify us, and cease use of the Vehicle, if at any time during the term of this Rental Agreement you (or they) cease to satisfy these eligibility requirements.

- 6.2 You, together with any additional Authorised Users named on the *Vehicle Rental Agreement Summary* are the only person(s) who are allowed to use the Vehicle. You must not allow anyone else to use the Vehicle, and must take reasonable measures to prevent unauthorised use.
- 6.3 Where specified in the *Vehicle Rental Agreement Summary* you may permit your children (under the age of 18) to use the Vehicle, provided that you ensure that any use by a child is supervised by a responsible adult (aged 18 or over).

7. Your responsibilities

- 7.1 You shall during the term of this Rental Agreement:
- 7.1.1 ensure that the Vehicle is used safely, responsibly and in accordance with all applicable laws, regulations and guidance, and, in particular, ensure that any electric scooter is used only on private land with the permission of the land owner, and not in any public place;
 - 7.1.2 ensure that the Vehicle is used only by yourself and any additional Authorised Users identified on the *Vehicle Rental Agreement Summary*;
 - 7.1.3 ensure that the Vehicle is used only for the purposes for which it is designed;
 - 7.1.4 ensure that the Vehicle is stored securely when not in use;
 - 7.1.5 take such steps (including compliance with all safety and usage instructions provided by Wuva, and any requirements in respect of the use of personal safety equipment such as helmets) as may be necessary to ensure that the Vehicle is at all times safe and without risk to health when it is being used, cleaned or maintained;
 - 7.1.6 maintain the Vehicle in good and substantial repair, at your own expense, in order to keep it in as good an operating condition as it was when delivered (fair wear and tear only)

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excepted), provided that, where the Vehicle requires any repair falling outside the scope of routine maintenance, you should not undertake such repair yourself (or procure a third party repair) but should promptly notify us of the defect in accordance with clause 9;

- 7.1.7 ensure that any Vehicle which suffers an accident or damage is not used until repaired in accordance with clause 9, since this may affect the safe and proper functioning of the Vehicle;
- 7.1.8 make no alteration to the Vehicle and shall not remove any existing component (or components) from the Vehicle without the prior written consent of Wuva unless the component (or components) is (or are) replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved or advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Vehicle shall vest in Wuva immediately on installation;
- 7.1.9 keep Wuva fully informed of all material matters relating to the Vehicle;
- 7.1.10 permit Wuva or its duly authorised representative to inspect the Vehicle on Wuva's reasonable request, and shall grant reasonable access for such inspection;
- 7.1.11 not, without the prior written consent of Wuva, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Vehicle or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- 7.1.12 not use the Vehicle for any unlawful purpose;
- 7.1.13 ensure that at all times the Vehicle remains identifiable as being Wuva's property and shall not remove any sign to that effect that is attached to the Vehicle; and
- 7.1.14 make the Vehicle available for collection by Wuva at the Delivery Address (or such other address as you agree with Wuva) on the final day of the Rental Period, and allow Wuva or its representatives access to the location where the Vehicle is located for the purpose of removing the Vehicle.

8. Your responsibility for loss or damage arising from your hire of the Vehicle

You acknowledge that Wuva shall not be responsible for any loss of or damage to the Vehicle arising out of or in connection with any negligence, misuse, mishandling of the Vehicle or otherwise caused by you or anyone using the Vehicle during the Risk Period, and you will reimburse Wuva on demand for any losses or other costs suffered or incurred by Wuva arising out of, or in connection with your hire or use of the Vehicle.

9. Warranty

- 9.1 Wuva warrants that the Vehicle shall substantially conform to its specification (as published by the relevant manufacturer), be of satisfactory quality and fit for any purpose held out by Wuva.
- 9.2 Wuva shall use reasonable endeavours to remedy, free of charge, any material defect in the Vehicle which manifests itself during the Rental Period, or, at Wuva's option, to provide you with a reasonably comparable substitute Vehicle as an alternative to remedying such a defect provided that:
 - 9.2.1 you notify Wuva in writing of any defect promptly on becoming aware of the defect;
 - 9.2.2 the Vehicle has not been used since the point at which you became aware of the defect, since this may affect the safe and proper functioning of the Vehicle;
 - 9.2.3 Wuva is permitted to make a full examination of the alleged defect; and
 - 9.2.4 the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than Wuva or its representatives; and

WUVA

9.2.5 the defect is directly attributable to defective material, workmanship or design.

9.3 If Wuvva fails either to remedy any material defect in the Vehicle, or to provide a reasonably comparable substitute Vehicle, in accordance with clause 9.2, Wuvva shall, at your request, accept the return of the Vehicle and make an appropriate reduction to the Rental Payments payable during the remaining Rental Period and, if relevant, return any Deposit (or the balance of the Deposit then held by Wuvva).

9.4 If the Vehicle is subject during the Rental Period to a material defect which occurs as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than Wuvva or its representatives, you should notify Wuvva of the defect and immediately cease use of the Vehicle, in which circumstances Wuvva may, at its option, use reasonable endeavours to remedy the defect, or to provide you with a reasonably comparable substitute Vehicle as an alternative to remedying such a defect, provided that:

9.4.1 you make the Vehicle available to Wuvva for collection on request; and

9.4.2 you undertake to pay Wuvva's reasonable costs of collection, and any costs of repair which Wuvva notifies to you prior to undertaking the repair, and which you approve.

10. Wuvva's responsibility for loss or damage suffered by you

10.1 If Wuvva fails to comply with this Rental Agreement, Wuvva is responsible for loss or damage you suffer that is a foreseeable result of Wuvva's breach of this Rental Agreement or its failure to use reasonable care and skill, but it is not responsible for any loss or damage that is not foreseeable or that is avoidable. For these purposes:

10.1.1 loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Rental Agreement was made, both Wuvva and you knew it might happen, for example, if you discussed it with Wuvva's representatives during the ordering process;

10.1.2 loss or damage is avoidable if it is something you could have avoided by taking reasonable action, including following reasonable instructions for use. In particular, any loss or damage which could have been avoided by ceasing to use a vehicle after it has suffered an accident or damage, or after a defect in the Vehicle has become apparent, is avoidable loss or damage.

10.2 Wuvva does not exclude or limit in any way its liability to you where it would be unlawful to do so. This includes liability for:

10.2.1 death or personal injury caused by Wuvva's negligence or the negligence of Wuvva's employees, agents or subcontractors;

10.2.2 fraud or fraudulent misrepresentation;

10.2.3 breach of your legal rights in relation to the Vehicle you hire including your rights under the Consumer Rights Act 2015.

10.3 Wuvva only hires out Vehicles for domestic, recreational and private use. If you use the items for any commercial or business purpose Wuvva will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. Any such commercial or business usage is strictly prohibited.

11. Termination

11.1 You may terminate this Rental Agreement early in accordance with clause 2.4, subject, where applicable, to payment of the Early Exit Fee specified in clause 12.1.3.

11.2 Without affecting any other right or remedy available to it, Wuvva may terminate this Rental Agreement with immediate effect by giving notice to you if:

11.2.1 you fail to pay any amount due under this Rental Agreement on the due date for payment;



- 11.2.2 you commit a material breach of any other term of this Rental Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen days after being notified to do so; or
- 11.2.3 you repeatedly breach any of the terms of this Rental Agreement in such a manner as to reasonably justify the opinion that your conduct is inconsistent with it having the intention or ability to give effect to the terms of this Rental Agreement; or
- 11.2.4 you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts; or
- 11.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days; or
- 11.2.6 any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1.4 to clause 11.1.5 (inclusive);

or in any event by giving you at least two weeks' notice, such notice to take effect on or at any time after the end of any Minimum Rental Period specified in the *Vehicle Rental Agreement Summary*.

- 11.3 This Rental Agreement shall automatically terminate if the Vehicle is, in Wuva's reasonable opinion, damaged beyond repair, or is lost, stolen, seized or confiscated, or you inform Wuva that the Vehicle has been lost, stolen, seized or confiscated.

12. Consequences of termination or expiry

- 12.1 On expiry or termination of this Rental Agreement, however caused:

- 12.1.1 Wuva's consent to your possession of the Vehicle shall terminate;
- 12.1.2 Wuva may, by its authorised representatives, retake possession of the Vehicle and, if you refuse to allow collection of the Vehicle for any reason, Wuva may, by its authorised representatives, for this purpose enter any premises at which the Vehicle is located;
- 12.1.3 without prejudice to any other rights or remedies, in circumstances where you terminate this Rental Agreement early in accordance with clause 2.4 and with effect before the end of any Minimum Rental Period specified in the *Vehicle Rental Agreement Summary*, you shall pay to Wuva on demand an early exit fee calculated by multiplying the value of the Monthly Discount stated in the *Vehicle Rental Agreement Summary* by the number of complete months remaining before the end of the Minimum Rental Period (up to a maximum of six months) (the **Early Exit Fee**);
- 12.1.4 without prejudice to any other rights or remedies, you shall pay to Wuva on demand:
 - (a) all Rental Payments and other sums which are due but unpaid at the date of such demand; and
 - (b) in the event that the Rental Agreement is terminated pursuant to clause 11.2 or clause 11.3, any costs and expenses incurred by Wuva in recovering the Vehicle or in collecting any sums due under this Rental Agreement (including any reasonable costs associated with recovery or collection, such as payments to recovery agencies or professional costs); and
 - (c) in the event that the Rental Agreement is terminated pursuant to clause 11.3 (or in any other circumstances where you do not return the Vehicle to us on termination or expiry), an amount calculated in accordance with clause 12.2; and
- 12.1.5 no Rental Payments that would otherwise have fallen due after the date of termination will be payable.

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12.2 If this Agreement is terminated on the basis that the Vehicle has been, in Wuva's reasonable opinion, damaged beyond repair, or has been lost, stolen, seized or confiscated, then:

12.2.1 where the Vehicle has been, in Wuva's reasonable opinion, damaged damage not in the course of normal use beyond repair, you will pay to Wuva on demand an amount calculated on the basis of the type of Vehicle in accordance with the following table under the heading 'damage not in the course of normal use', or such other table of values as Wuva publishes on its website from time to time;

12.2.2 where the Vehicle has been lost, stolen by a third party, seized or confiscated, you will pay to Wuva on demand an amount calculated on the basis of the type of Vehicle in accordance with the following table under the heading 'Loss/Theft', or such other table of values as Wuva publishes on its website from time to time;

12.2.3 where you have not returned the Vehicle at any time required in accordance with this Rental Agreement, where Wuva reasonably considers that you do not intend to return the Vehicle, and where you have not notified Wuva of the occurrence of any damage, loss or other third party cause that would prevent such return of the Vehicle, you will pay to Wuva on demand an amount calculated as the Replacement Cost stated in the *Vehicle Rental Contract Summary*, being the market value that the Vehicle would have been expected to have at the end of the Rental Period if it were capable of being returned at the end of the Rental Period in good repair and condition.

Type of Vehicle	Damage Not in the Course of Normal Use	Loss/Theft
eBike	Up to £250	Up to £250
Pedal Bike	Up to £100	Up to £100
eScooter	Up to £100	Up to £100
Scooter	Up to £50	Up to £50
Lock / Equipment	Up to £50	Up to £50

12.3 The sums payable pursuant to clause 12.1 may be partly or wholly recovered from any Deposit.

12.4 Please note that any Vehicle may be fitted with a remote tracker, which Wuva may use to establish the location of a Vehicle which has been reported as, or which Wuva reasonably considers may been, lost, stolen, seized or confiscated.

12.5 Any provision of this Rental Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Rental Agreement shall remain in full force and effect.

12.6 Termination or expiry of this Rental Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Rental Agreement which existed at or before the date of termination or expiry.

13. Force majeure

Neither party shall be in breach of this Rental Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Rental Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the



time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 30 days, either party may terminate this Rental Agreement on notice to the other party.

14. Notices

14.1 Any notice given by Wuva to you under or in connection with this Rental Agreement may be sent either by post or other delivery service to the Delivery Address, or by email to the email address stated in the Vehicle Rental Agreement Summary (or to such other address as you notify to Wuva from time to time).

14.2 Any notice give by you to Wuva shall be sent either by post or other delivery service to the registered office address stated in the Vehicle Rental Agreement Summary, or by email to the email address stated in the Vehicle Rental Agreement Summary (or by such other method as Wuva notifies to you from time to time).

14.3 Any notice shall be deemed to have been received:

14.3.1 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting;

14.3.2 if sent by email, at the time of transmission, or, if this time falls outside the period 9.00 am to 5.00 pm on a business day, on the next business day.

14.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15. How Wuva may use your personal information

Wuva will only use your personal information as set out in Wuva's Privacy Policy <https://wuva.co.uk/policies/privacy-policy>.

16. Other parties who may perform the Rental Agreement

You agree that Wuva may instruct other persons, companies or firms to carry out its obligations under the Rental Agreement on its behalf, including where Wuva instructs such persons, companies or firms to procure or arrange delivery or collection of the Vehicles. You may refer to the terms and conditions of the relevant third parties for further details and information as regards their services.

17. Other important terms

17.1 This Rental Agreement constitutes the entire agreement between the parties. Each party acknowledges that in entering into this Rental Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Rental Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Rental Agreement.

17.2 This Rental Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this Rental Agreement by email or other agreed method of electronic communication (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this Rental Agreement.

17.3 Wuva may transfer its rights and obligations under the Rental Agreement to another organisation. You may only transfer your rights or your obligations under the Rental Agreement to another person if Wuva agrees to this in writing.

17.4 The Rental Agreement is a contract between you and Wuva. No other person shall have any rights to enforce any of its terms.



- 17.5 No variation of this Rental Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 17.6 When the words **writing** or **written** are used in this Rental Agreement, this includes emails and notices posted on Wuva's website.
- 17.7 Each of the clauses of the Rental Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 17.8 Except as expressly provided in this Rental Agreement, the rights and remedies provided under this Rental Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 17.9 If Wuva does not insist immediately that you do anything you are required to do under the Rental Agreement, or if Wuva delays in taking steps against you in respect of your failure to fulfil your obligations under the Rental Agreement, that will not mean that you do not have to do those things and it will not prevent Wuva taking steps against you at a later date.
- 18. Which laws apply to this Rental Agreement and where you may bring legal proceedings**

This Rental Agreement is governed by the laws of England and Wales, and you can bring legal proceedings in respect of matters relating to the Rental Agreement in the courts of England and Wales. If you live in Scotland, you can bring legal proceedings in respect of matters relating to the Rental Agreement in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of matters relating to the Rental Agreement in either the Northern Irish or the English courts.