

## **Pay Now Terms and Conditions**

**Last Updated June, 2023**

### **Contracting Parties**

These Pay Now Terms and Conditions ('Terms and Conditions') in conjunction with the details of your reservation as recorded in the email confirmation form the contract for the prepaid booking of a vehicle with Enterprise Rent-A-Car UK Limited (the 'booking contract'). The contracting parties to the booking contract are Enterprise Rent-A-Car UK Limited ('us' or 'we') and 'you' the customer that has made the prepaid booking.

Enterprise Rent-A-Car UK Limited is a limited liability company established under the laws of England with a registered office at Enterprise House, Vicarage Road, Egham, Surrey TW20 9FB with a company registry number of 2946689 and a VAT number of GB 215 5573. We provide a reservation system for our affiliates and their franchisees and licensees that operate under the Enterprise Rent-A- Car, National Car Rental, and Alamo Rent-A-Car brands (collectively referred to in these Terms and Conditions as "Enterprise"). In case of complaints, comments, or questions you may contact us by email at [nicadmin@enterprise.com](mailto:nicadmin@enterprise.com) or phone 0800 111 4312.

**Booking** The details of your prepaid booking are as set out in the email confirmation sent to the email address you provided at the time of booking and are incorporated by reference in this booking contract.

### **Cancellation and Cancellation Charges**

You do not have a right of withdrawal from the booking under EU law or local laws; however, you may cancel your booking at any time for any reason by following the instructions on our website whereas the amount of money we will refund you will vary as follows:

- You will receive a full refund of the total amount of the booking if you

cancel your booking 3 days or more before your specified pick up time.

·If you cancel your booking less than 3 days before your specified pick up time, we will refund the total amount of the booking minus the lesser of: i) the total amount of the booking; and ii) £40 for UK residents or €50 for residents of the Republic of Ireland or other EU countries.

·If you do not cancel your booking but fail to show up at the rental counter (no show) or fail to comply with the pick up terms as described in these Terms and Conditions, we will refund the total amount of the booking minus the lesser of: i) the total amount of the booking; and ii) £125 for UK residents or €150 for residents of the Republic of Ireland or other EU countries.

The refund due to you will be made to the credit card you used to make your booking.

We reserve the right to cancel a booking at any time upon notice but only for good cause, such as an event of outside our control affecting availability of vehicles; a breach of a rental contract by you including a failure to pay any balance due for rentals; harassment or other abusive behavior towards employees or Our customers , our affiliates, licensees, and franchisees; or your fraudulent activity. For this purpose, an event outside our control means any circumstance whatsoever not within Our reasonable control that materially and adversely affects Our ability to perform Our obligations under the booking contract, including, but are not limited to: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage, or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, pandemic (including a government stay home or cease work order that disrupts Owner's ability to operate the rental location), natural disaster or extreme

natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises; or (viii) social or political disruptions. In the event of such cancellation, we will refund the total amount of the booking.

### **Modification**

When booking your vehicle please ensure the dates and times entered are correct. If your circumstances change and you require the vehicle on different dates/times, please modify your booking by following the instructions on our website.

You may modify your reservation online at any time up until 2 hours before your specified pick up time. We do not charge a modification fee but the new booking will be at prevailing market rates. You may cancel any optional liability protection or collision damage waiver product without incurring a cancellation fee.

Within the last 2 hours before pick up, you may not modify your booking.

No-shows - late and early arrivals

For non-airport bookings - A vehicle will be held for 2 hours after the specified pick up time. After this time we cannot guarantee that a vehicle will be available upon your arrival.

For airport bookings - If you have included a flight number with your booking, a vehicle will be held until the flight has landed and cleared. If a flight delay results in your arrival after the branch closing time, a staff member will wait for the flight to land and clear. If you have not included a flight number with your booking, we will hold a vehicle for a period of up to 2 hours after your specified pick up time or until branch closing time, whichever is earlier.

If you arrive at the rental branch 1 day or more before the date shown on the booking, we may not have a selected vehicle available. The rental

branch will honour your booking subject to the availability of the selected vehicle.

If you fail to collect a vehicle on the specified pick-up date or if a vehicle was unavailable due to your late arrival as provided above, we will refund the total amount of the booking minus the lesser of: i) the total amount of the booking; and ii) £125 for UK residents or €150 for residents of the Republic of Ireland or other EU countries.

### **Unused Rental Days**

Any unused rental days or options on prepaid bookings are nonrefundable.

### **Rental Contract**

The booking contract is a contract to ensure that the selected vehicle class is available to you for rental at the time and location specified in your booking subject to these Terms and Conditions. It is not a contract for vehicle rental services. The rental contract for the use of the vehicle during the rental period will be exclusively entered into at the time you pick up the vehicle at the relevant branch location and will be entered into by the relevant local Enterprise entity, will be subject to local standard terms and conditions in effect at the time and place of the rental, and will be subject to the law of the place of rental. Any changes you make to your reservation at the time and place of rental, including, but not limited to, upgrades, protections, and extras, as well as changes to pick up or drop off dates, times, or locations, may result in charges and fees in addition to those paid under this booking contract.

### **Minimum Age Requirements**

To complete the booking process, you must provide your age to verify compliance with any minimum age requirements. Your booking will include any extra charges related to age restrictions for the rental location in your booking

**Cross Border Policy**

If you intend to drive the rental vehicle cross border to other countries, please contact the rental location before making your booking to verify any cross border restrictions. You can find the contact details for your rental location on the website.

**License and Document Requirements**

All drivers must have a valid driving licence in effect at least one year (or more according to the renting country and the car category) prior to the rental start date and present it at the rental counter at the commencement of the rental. A valid major credit card, such as VISA, MasterCard, or American Express, must also be presented at time of rental. Please be advised that in some jurisdictions debit cards may not be accepted.

**Limitation of Liability**

We and our respective officers, directors, employees and agents are not liable for any delay in providing or failure to provide a vehicle if the delay or failure resulted from an event outside our control, as defined above. Except in a case of an event outside our control, if we fail to comply with these Terms and Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these Terms and Conditions or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Terms and Conditions were entered into, both we and you knew it might happen, for example if you discussed it with a member of our staff. Nothing in these Terms and Conditions excludes or limits our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or for breach of any implied warranties that cannot be excluded by law.

**Assignment**

We may transfer our rights and obligations under a booking contract to another organization but this will not affect your rights under these Terms and Conditions. You may only transfer your rights or your obligations under these Terms and Conditions if we agree to such transfer in writing. The booking contract is between us and you. No other person shall have any rights to enforce its terms.

**Waiver**

If we fail to insist that you perform any of your obligations under these Terms and Conditions or if we do not enforce our rights against you or if we delay in doing so, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date. If we do decide not to enforce our rights, we shall only do so if we have confirmed such decision in writing.

**Governing Law and Jurisdiction/Alternative Dispute Resolution**

These Terms and Conditions are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction in respect of any dispute or claim arising out of or in connection with these Terms and Conditions and/or any booking contract. However, if you are a resident of Northern Ireland, Republic of Ireland or Scotland, you may also bring proceedings in your home jurisdiction. The online dispute resolution platform of the European Commission is available at: <http://ec.europa.eu/consumers/odr/>. We do not participate in the alternative dispute settlement process.

**Filing**

We will not keep a copy of the booking contract between us. You should save or print a copy of these Terms and Conditions for your records. You

will receive an email confirmation of your booking.

**Privacy Policy**

You have read the terms of our Privacy Policy (available at <https://privacy.ehi.com/en-us/home.html> and incorporated by reference in this Booking Contract) and by entering into this Booking Contract agree to our use, collection, and disclosure of your information as outlined in our Privacy Policy.

**Severability**

If any provision of this Booking Contract is held by an arbitrator or a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions herein will remain in full force and effect and will be liberally constructed to effectuate the purpose and intent of this Booking Contract.