



## Zen Car General Conditions

### Article 1 – Object

The use of our vehicles shall imply your acceptance of these General Conditions (“GCs”) to the effect that your use of our vehicle shall be subject to the rights and obligations provided for under the agreement, which you shall be obliged to adhere to strictly.

The Zen Car General Conditions and the price list and penalty rates may be amended at any time without prior notice on the understanding that such amendments shall not apply to prior vehicle registrations.

It is therefore essential that you consult and accept the Zen Car General Conditions and the price list and penalty rates when making your reservation.

Following any update of the Zen Car General Conditions and the price list and penalty rates, you shall be asked, on the occasion of your new connection on our site to familiarize yourself with and to accept the updated version of the General Conditions before continuing to navigate the site [www.zencar.eu](http://www.zencar.eu).

The details stored in our reservation system of the site [www.zencar.eu](http://www.zencar.eu) can serve as proof regarding the orders that you place and may be produced in the event of any dispute.

The details on IT or electronic support stored by Zen Car shall constitute admissible and actionable evidence with the same probative force as any document that may be drawn up, received or stored in writing.

### Article 2 – Nature of the service

A – Zen Car offers a sustainable transport service for private persons and businesses using electric car sharing vehicles 24 hours a day, seven days a week, 365 days a year.

B – The vehicles shall be available at stations distributed according to the plan brought together under [www.zencar.eu/le-reseau-zencar](http://www.zencar.eu/le-reseau-zencar).

C – The agreement shall be an agreement of means. Zen Car cannot therefore be held responsible for vehicles not being available at any station.

D – The client shall be prohibited from using the vehicle outside Belgium. If he deviates from this condition, Zen Car shall reserve the right to take legal action against the client and to seek recourse to the competent authorities.

E – The hire price includes all the costs of the service: electricity, maintenance, repairs, compulsory insurance with own risk, cleaning, parking (partner parking + on the public highway in blue and green zones in the communes of Brussels), etc.



The rate shall not include:

- optional insurance of your personal effects;
- the accessories (including in particular, baby seat, roof rack, ski carrier, etc., without this list being exhaustive);
- airport taxes;
- the amount of the fees and fines relating to parking, traffic or use of the vehicle;
- the amount of the own risks debited by our insurance company in the event of an accident or damage to the vehicle with or without known third parties;
- penalties charged due to exceeding the agreed hours;
- any withdrawal from the guarantee;
- costs linked to theft and damage;
- any towing costs.

### **Article 3 – Duration**

A – The agreement shall be concluded for an indefinite period unless agreed otherwise in writing.

#### ALTERNATIVE CLAUSE SUBJECT TO OPTION

The duration of the hire shall be that stated in the confirmation of reservation given that the vehicle cannot be held beyond the agreed period unless accepted by ZEN CAR and shall be charged at the current rate.

The minimum hire period shall be one hour.

Each party shall be entitled to terminate the agreement subject to notice of eight calendar days to be sent to the other party by registered mail. There shall be no right of withdrawal in the case of reservation by Internet.

B – If you hire the vehicle for more than 30 days, we shall reserve the right to terminate the agreement at any time subject to 15 days notice issued to you in writing or verbally.

C – Each party shall be entitled to terminate the agreement with immediate effect without notice or compensation by simple registered letter to the other party in the following cases.

With respect to companies:

- In the case of serious infringement by the other party of its contractual obligations
- In the event of bankruptcy, liquidation, request for judicial reorganization, suspension of payments or over-indebtedness by the other party
- In the event of seizure, sealing order or similar procedure on the other party's assets

With respect to private persons:

- If we discover that one of your personal assets has been seized or
- A receiving order has been issued against you or
- In the event of serious shortcoming in your obligations under the agreement.



#### **Article 4 – Transferability**

A – You may not transfer any rights or obligations under the agreement.

You acknowledge that we own the vehicle and that any attempt to transfer or sublet the vehicle by anyone other than us shall be ineffective.

B – The client shall not sell, mortgage or pawn the vehicle, its equipment or tools or treat these in any way that may prejudice Zen Car.

#### **Article 5 – Responsibilities**

A – The vehicle shall be provided for personal use of the person signing the agreement.

If we authorize an additional driver in advance and in writing, you shall be obliged where necessary not to allow the vehicle to be driven by any person including yourself:

- who has not reached the minimum age or who does not hold a valid driving licence for the class of vehicle in question or following a request from us;
- in a state of excessive fatigue or under the influence of alcohol, drugs, medication or any other legal or illegal substance altering their faculties or capacity to react.

B – If the undersigned is a legal person, it should be able to certify its powers of representation or be able to present, on first request, the elements certifying that the use of our vehicle was authorized by a person in accordance with the respective legal person's articles of association.

C – The vehicle shall only be used and driven by the person signing the agreement or by a manager in the case of legal person. It is furthermore specified that:

- the person signing the agreement shall remain responsible towards Zen Car;
- the driver shall be required to fulfil all the obligations required under the agreement.

D – The client shall take care of the vehicle and its accessories from when it is taken into use up to its effective return.

You shall acknowledge having taken over the vehicle in a good state of repair with all documents, equipment and the required accessories.

You shall undertake to return the vehicle to us following the reservation period in the same condition as when you received it except for normal wear to the vehicle together with the same documents, equipment and the required accessories.

He shall be responsible for deterioration due to his clumsiness, negligence, error or in connection with improper use. He shall be responsible for deterioration to the vehicle except for normal use.

E – The client shall be responsible for any intentional or non-intentional damage not covered by the insurance policy caused while the vehicle is on loan by a client.

F – Zen Car shall not be responsible for loss or damage caused by (or to) the client to (or by) any third party when loading or unloading the vehicle. Furthermore, clothes and objects transported shall not be covered in any way.



G – Except for hidden defects to the vehicle, the onboard system or the reservation system, Zen Car cannot be held responsible towards the client or any third party for any loss or damage resulting from use of the vehicle except, exclusively, in the case of gross negligence, wilful misconduct or gross misconduct on our part.

H – The client shall be exclusively responsible for any direct and/or indirect losses or damage due to use of the charging system or power outlets unsuitable for the reserved vehicle or that do not comply with European standards.

#### **Article 6 – Conditions of access to Zen Car**

A – The client shall only be entitled to use the vehicle if his registration has been validated, he has a Zen Card, a valid reservation and a class B driving licence (copy/copies to be provided by the client on registration) and is permitted in Belgium. Driving licences in non-Roman script (such as Arabic, Greek, Russian, Hebrew, Japanese and others) shall be accompanied by an international driving licence or an official translation of this certified by a notary public in one of the official languages in Belgium. Subscriptions or prepaid cards shall be available to any natural or legal person (without prejudice to the conditions stipulated by Zen Car).

B – The driver client shall be at least 18 years of age.

C – The client shall also be required to fulfil the following conditions:

- He should not have any physical handicap or illness reducing his ability to drive.
- He should not have been refused third party cover by a motor vehicle insurance company.
- He should not be or have been subject to proceedings for drunk driving, refusing to provide a sample for analysis in the form of breath or blood or for having fled the scene.
- He must not be subject to a decision to revoke or suspend his driving licence.
- He must not have caused any blameworthy claims in the last two years.
- We may refuse to hire out a vehicle to a person if we have reason to suspect that this person is under the influence of alcohol or drugs or if you or any other person accompanying you adopts – in our opinion – offensive or threatening behaviour towards our teams.

D – On registration, Zen Car shall take an imprint of the client's credit (or Maestro) card, which shall enable automatic payment of his reservations and/or any amounts due (for example: late payment penalties). The client's credit (or Maestro) card may also be debited if there is any damage noted on the vehicle and/or in the event of an accident for which the client is responsible. This imprint of the credit (or Maestro) card may also be used to pay any additional costs, parking fines and compensation claims. All these amounts shall be determined by the list of the prices currently in effect.

E – Zen Car shall reserve the right to cancel without notice the right of access to the service to any client who fails to respect the agreement, the rules on use of the service, the laws or applicable rules or who, due to the repeated occurrence of traffic accidents contributes to a substantial modification of the vehicle insurance conditions. Zen Car shall advise the client of this immediately.

#### **Article 7 – Documentation and Zen Car card**

A – Zen Car shall provide the conditions and specifics of use of the vehicles and the rules of personal security to be respected before use. The client acknowledges having received a user guide for the service and the agreement of which he shall declare having expressly familiarized himself with particular attention and having accepted all of these General Conditions without reservation.



B – Zen Car shall provide, in the glove compartment:

- photocopies of the legally required documents (logbook, insurance certificate);
- an accident report;
- a general handbook on the vehicle
- a key for the vehicle (iMIEV – iON – Kangoo)
- a reserve Zen Car card for charging the vehicles
- a Pcard+ (Interparking)
- a key for the barrier

C – Furthermore, during subscription, Zen Car shall provide new clients with a Zen Car card enabling them to access the vehicles (with onboard systems) by themselves. This card is personal, non-transferrable, cannot be given to third parties and shall be preserved with care. Clients shall be responsible for any misuse of this card by third parties (unauthorized transmission, failure to report loss of the Zen Car card, etc.) and damage resulting from this.

A Zen Car card only enables a client to use one vehicle at a time.

D – All the documents provided to the client on registration shall remain the property of Zen Car.

E – The service centre shall be informed immediately of the loss or theft of a Zen Car card. A penalty shall be payable for replacing a lost, stolen or damaged Zen Car card or if the card has been blocked temporarily. The client shall bear civil responsibility for all additional direct and/or indirect damage due to failure to notify the office of loss or theft or to do so in a timely fashion.

F – Zen Car shall reserve the right to withdraw or block the card for good cause at any time (“revocation of user right”). The Zen Car card shall in this case be returned to Zen Car without delay. The card shall become invalid for the purpose of obtaining the services as soon as its return has been requested or is blocked. Zen Car shall cancel any reservations made. There shall be no reimbursement of payments already made.

G – An invalid Zen Car card may not be used. We reserve the right to claim compensation and to take legal action in such case.

H – The Zen Car handbook, the user instructions, the safety rules and the insurance conditions may be amended at any time. The updated version shall be on the Zen Car website.

#### **Article 8 – Onboard management system and reservation system**

A – The client shall be prohibited from interfering in any way with the vehicle’s onboard management system and/or the reservation system on the Zen Car website. Any misuse shall lead to legal action and claims for compensation.

B – Zen Car shall only be responsible for system defects (onboard management system or the reservation system) in the event of error on its part. Zen Car may provide evidence that there was no error. The same shall apply to any damage caused resulting from defects to the vehicles and to the reservation software.



## **Article 9 – Reservation**

A – Before using the vehicle, the client shall reserve this for a set period via the Zen Car reservation system stating his personal codes.

Reservations can be made 24 hours a day, seven days a week via the smartphone application or via the website ([www.zencar.eu](http://www.zencar.eu)). Reservations via the service centre (02 669 77 91) are payable (see price list).

B – The minimum reservation period is one hour. Each commenced hour shall be payable. It is always a good idea to allow for a reserve of time in order to ensure timely return of the vehicle.

C – The client who wishes to drive a vehicle outside the 19 communes of Brussels shall be solely responsible for problems regarding recovery and repatriation of the vehicle. Zen Car shall nevertheless inform its clients of the charging options via possible partnerships and outside the network of Zen Car charging stations.

D – Zen Car shall issue a reservation number for each reservation. Only the vehicle reserved may be used.

E – In the case of shortening or cancelling reservations, the rates and penalties stated in the price list in effect at that time shall apply even if the vehicle may be allocated to another user at short notice. Reservations may be extended if possible if no subsequent reservation has been registered for the vehicle concerned. The request to extend the reservation shall be submitted before expiry of the current reservation.

F – If the reserved vehicle cannot be found or is not in its location at the start of the reservation period, the client may contact the service centre to cancel the reservation or transfer this to another vehicle free of charge. If no replacement vehicle is available, the client shall, by way of compensation, receive a credit as stipulated in the price list in effect at that time. The client may not demand replacement of a vehicle that is unavailable.

G – Zen Car shall not provide any accessories (for example, child seats, luggage racks, etc.). The client shall therefore bear the exclusive costs of any child seats if necessary.

## **Article 10 – Use of the Zen Car vehicle**

A – An information session (by telephone or on location (by appointment)) shall be envisaged during the first use of the vehicle in order to explain how this works and to answer any questions the client may have.

B – The client shall be obliged to use all the vehicles prudently and with the greatest care respecting the rules under road traffic law and the instructions in the handbook in the vehicle.

The client shall treat the vehicle with care, ensure that it is locked, secure and parked in a safe place when he is not using it and shall use all security devices provided with the vehicle.

The client shall be obliged, if applicable, to remove and preserve in a safe place, any removable car radio front piece when the vehicle is not occupied.

He shall be obliged to use safety belts and any other protective devices.



C – The client shall be obliged to ensure that the vehicle that he uses is in a good condition of cleanliness and maintenance and that all the necessary papers for the vehicle are present. He shall be obliged to mention any impacts or anomalies noted during use that were not mentioned by a smiley. He shall be obliged to get into contact with the service centre before continuing his journey in order to decide how to proceed. If this anomaly does not affect the proper functioning of the vehicle (or the charging station), the client may simply send the information in writing by sending a mail with photographs prior to the start of the reservation.

D – The client shall agree to accept a vehicle of which the autonomy is not a maximum (guaranteed minimum autonomy = 40%) and shall however be obliged to verify that this is compatible with the use that the client shall envisage.

E – The client shall be responsible for removing the charging cable from the vehicle and the charging station, for closing the charging flap (if applicable) and placing the cable in the space provided in the vehicle. In the event of failure to respect this norm, a penalty shall be issued in accordance with the price list in effect at that time.

F – The client shall be responsible for closing the safety device (e.g.: the barrier) on the parking space. In the event of failure to respect this norm, a penalty shall be issued in accordance with the price list in effect at that time.

G – The client shall be obliged to take all the measures enabling maintenance of the vehicle in a good condition of functioning and availability. The client shall therefore be obliged to not leave the vehicle without ensuring that the doors and any other lockable elements (e.g. the charging flap) are properly locked.

H – If the client fails to respect the above obligations, the latter shall be responsible for all damage or defects not included in the vehicle's logbook.

I – Each vehicle is allocated to a station. The user shall be obliged to return this to the same station at the end of its use failing which a penalty shall be payable based on the price list and penalties in effect and that constitutes an integral part of these General Conditions.

J – The vehicle shall not in any case be subject to any intervention or any repair without our prior, express and written approval.

K – In the event of failure to respect these conditions, the client shall be obliged to indemnify us of all responsibility and from any loss, all liquidated damages and all expenses that Zen Car may incur or show due to the client's shortcoming.

#### **Article 11 – Zen Car invoicing**

A – The use of a vehicle shall be invoiced in proportion to the reservation time (rate per hour or other fixed sum based on the price list in effect at that time) and the type of vehicle.

B – The invoice shall be drawn up periodically depending on the amount paid and due. This amount shall be calculated based on the time registered electronically via the onboard system and based on penalties collected.

C – The detailed invoice may be consulted in the subscriber's private space. It is the responsibility of Zen Car to keep the clients informed regarding their VAT obligations.



D – The invoice shall include the reservations already paid by the subscriber the previous month and any amounts still due. It shall be payable from the date on which it is drawn up and the amounts still due shall be paid within the deadline stated on the invoice. The amount of the latter shall be debited directly from the client's credit card or failing that, payment shall be claimed from the client directly.

E – If the bank is not able to carry out the payment or claim the amount, Zen Car shall be entitled to claim the management fee as stated in the price list in effect at that point. In the event of a reminder, Zen Car shall also invoice for management fees in line with the price list in effect at that point.

F – Unpaid invoices may lead to suspension of the authorization to reserve and/or use vehicles without notice until all amounts have been paid whether or not a reminder has been sent to the client. Zen Car shall also reserve the right at any time to withdraw from clients without providing any reasons and without notice, the right to use Zen Car services, to cancel current reservations and to terminate their agreement without notice and unilaterally.

G – On expiry of the payment deadline provided for in the second reminder, Zen Car shall reserve the right to withdraw the amount directly from the client's credit card.

H – In the event of non-payment of some or all of the amounts owed to us under the agreement, by the given deadline, the client shall be automatically liable to us, without notice of default for a lump sum of 15% with a minimum of 50 euros in addition to a rate of interest calculated in accordance with the current statutory rate of interest plus 50%.

#### **Article 12 – Returning the vehicle**

A – The vehicle shall be returned ready for use at the departure station no later than at the end of the reservation period. If it is not possible to return the vehicle within the deadlines, you shall either prolong the reservation via the site or the application or inform the service centre immediately before the end of the reservation period.

If this is impossible, we shall authorize you to return the vehicle to another location than the departure station or if this is also impossible, we shall agree to travel in order to repatriate it. You shall remain fully responsible for the vehicle until we have taken over it.

B – The vehicle shall be plugged into the charging station and charged on handing over the vehicle. Failing this, a penalty shall be collected in accordance with the price list in effect at this point. In order to charge the vehicle, the charging cable in the boot shall be used, connect this to the socket on the vehicle and the charging station and ensure that the charging flap on the station is properly locked. For the entire reservation, the client shall be responsible in the case of defects or loss of the charging cable. The client shall ensure that the vehicle is charged exclusively in the spaces reserved for Zen Car or in its network or somewhere compatible with the vehicle specifications.

In the event of non-respect of these provisions, the client shall be obliged to indemnify Zen Car in accordance with the rates and penalties in effect at this point and of which the price list and penalties are shown on the Zen Car website.





C – The vehicle shall be returned in a clean condition and ready for use. All devices shall be switched off, the windows shut, the rear boot locked, the flap on the charging station locked and the doors locked using the Zen Car card.

If we notice any damage at the end of your reservation, we shall add the amount corresponding to the damage noticed to the amounts due by you for the reservation. We shall debit this amount from your credit card.

You shall not be required to pay this amount if you can show that the damage was not due to your fault, your negligence or a breach of one of your contractual obligations.

By carrying out the reservation, you authorize us to withdraw all sums by way of compensation if necessary. We shall debit your credit card automatically.

Other problems and irregularities shall be reported to the service centre without delay so that the necessary measures may be taken to deal with these.

D – The client shall remove at his expense any soiling clearly visible on the inside and outside caused by the client during use. Failing this and if the vehicle requires more than normal cleaning after its return in order to return it to the condition it was in before reservation, you shall accept that Zen Car shall invoice you for the corresponding costs in accordance with the price list in effect at that point. Zen Car shall also reserve the right to terminate the agreement with the client if it feels that the vehicle was used without respect for the property provided to him.

E – If the vehicle is not returned or is returned late, the client shall accept that Zen Car shall charge a penalty on top of the hourly rate in accordance with the price list in effect at that point.

F – After use, for vehicles with keys, the key shall be left in the glove compartment or the location provided for this.

G – The client shall notify the service centre if the reserved parking space is not available.

H – Zen Car shall in no case be responsible for objects forgotten or stolen from the vehicle and without this leading to any acknowledgement of responsibility, Zen Car shall do its best to contact the client if it discovers personal effects in the vehicle.

### **Article 13 – Limits of use**

A – The client shall be formally obliged to refrain from driving a Zen Car vehicle if his driving licence has been revoked temporarily or definitively. The client shall notify Zen Car of this immediately. Any misuse shall lead to legal action and claims for compensation.

B – The client shall use the vehicle for his own needs with due care, expressly excluding, by way of example, use when driving, of equipment such as Walkmans, mobile phones without handsfree appliances, etc. The client shall not use the vehicle for the transport of persons or merchandise for hire or reward.

C – The client shall be formally prohibited from driving Zen Car vehicles under the influence of alcohol, medicines, drugs or other substances altering his ability to react (fatigue, illness, etc.).



D – The client shall be obliged to adhere to all laws and rules in effect, in particular but without limitation, those regarding traffic, parking, customs and transport. The client shall bear the consequences of the infringements or violations attributed to him.

Zen Car shall provide the police with the client's name and address and charge a fixed price for the fees that Zen Car incurs. The client shall bear the costs of the procedure and any financial consequences (fines, procedural costs, etc.).

E – The client shall be obliged to adhere to the current rules and in particular, to present the vehicle documents for the purpose of control. The client shall himself bear the consequences of failure to present the vehicle documents to the competent authorities.

F – For hygiene reasons, animals shall only be transported in suitable cages or under covers. The vehicle shall then be cleaned at the user's expense. In the event of failure to respect this provision, cleaning shall be carried out and the client invoiced.

G – Smoking is not permitted in Zen Car vehicles. In the event of failure to respect this prohibition, a penalty shall be issued in accordance with the price list in effect at that time.

H – The client shall be obliged to respect the normal rules of use for private vehicles and shall be prohibited from using Zen Car vehicles:

- for driving or pulling another vehicle or trailer or for moving this in any way;
- for transporting hazardous products of any kind (inflammable, explosive, harmful, toxic, radioactive, illegal products, etc.) or that emit or may emit noxious odours;
- for applying changes to these, even minimal;
- for competitions or tests even on a private circuit;
- for use off road or on non-public roads;
- if overloaded, i.e. with a number of passengers or payload above that stated in the logbook;
- for events or demonstrations of any kind (motor sports, for example);
- for driving lessons;
- in contravention of the Highway Code or other rules;
- whilst using a means of mobile communication likely to distract him when driving such as sending SMSs, e-mails or using a mobile phone or similar activities;
- fitting his own material to the exterior of the vehicle that may cause damage to the vehicle such as signs, stickers, roof racks, luggage racks and bicycle carriers;
- using the vehicle for any activity requiring a special licence;
- using the vehicle to commit a crime or any other illegal activities or purposes;
- using the vehicle in an imprudent, negligent or abusive manner;
- using the vehicle with a warning light on or if there is a message indicating that a service is due unless it is dangerous to stop or if we have invited you to continue your journey;
- transporting animals without our prior approval.

These examples are not exhaustive; any illegal or dangerous conduct when driving or any similar use of the vehicle shall be considered a breach of contract on your part.

Any exception shall require the approval of Zen Car.

I – Any use resulting from improper or non-compliant use of the vehicles shall be invoiced in full to the client.



#### **Article 14 – Damage, breakdowns, claims and fines**

A – The client shall notify Zen Car if defects, damage or breakdowns occur and as far as these do not affect the continuation of the use of the vehicle and/or do not affect passenger security. Authorization from Zen Car shall be required to continue driving the vehicle.

Zen Car has a telephone service centre available 24 hours a day, seven days a week.

B – In the event of unexpected breakdown making continuation of the journey difficult or impossible, Zen Car shall be advised immediately in order to decide how to proceed.

The client shall receive a penalty in accordance with the price list in effect at that point if he is responsible for such breakdown.

C – If the brake fluid warning light or other red warning light lights up or sounds, the driver shall stop the vehicle immediately and contact the service centre any time of the day whereupon the latter shall issue it the necessary instructions. It shall be strictly forbidden to continue the journey.

D – In case of accident, the client shall be obliged to respect the following rules failing which it shall forfeit the benefit of the insurance guarantee:

– In all cases, the client shall be obliged to notify the police immediately of any traffic accident involving the vehicle and to inform the police of any loss, damage or theft involving the vehicle within 24 hours following the occurrence or discovery of the incident.

The client shall also be obliged to indicate to Zen Car any claim of this type within 24 hours of its discovery. We shall be notified of any accident or theft by submission of a report, a complaint, a police record or a case reference number at the very least.

– The client shall be obliged to refrain from accepting any responsibility, releasing anyone from his responsibility, settling any complaint amicably or accepting any waiver of liability. Zen Car shall not in any case accept any acknowledgement of responsibility.

- complete the European accident report form and send this without delay to Zen Car. If the client cannot find the accident report form in the vehicle, he shall be obliged to inform us when taking over the vehicle so we can provide him with this without delay.

- to collect, in writing, the names and addresses of the persons involved including those of any witnesses and any passengers;

- not to leave the vehicle without taking care to ensure it is safe and secure;

- Only Zen Car is authorized to determine which breakdown service is appropriate. Failing this, Zen Car shall not accept the charge for the breakdown service and shall charge this to the client.

E – No responsibility shall be binding on Zen Car and its insurers with whom the client shall be obliged to cooperate in the context of any inquiry and/or legal proceedings following any loss or damage to the vehicle.

F – Trading losses due to negligence (e.g.: punctured tyres) as well as the costs incurred and not covered by the insurance shall be charged to the client in full.

The client shall in this case also bear the following costs without prejudice to any own risk:

- costs of immobilization and

- our administrative costs.

G – In the event of damage for which the client was shown to be responsible, compensation shall be charged to the client for each day that the vehicle is immobilized in accordance with the price list in effect at that time and which can be consulted on the Zen Car website.



H – The client shall compensate Zen Car in full for any damage to the vehicle due to failure to respect the General Conditions.

I – In the absence of any accident report, Zen Car shall be entitled to consider the last client who used to the vehicle as the last user before the damage was noticed as having caused the damage and to hold this person responsible unless the client is able to prove the contrary.

J – The client shall report any theft, wilful degradation or vandalism to the vehicle or parts to the police and inform Zen Car immediately by providing us with a police record or a case reference number. In the event of theft, the client shall be obliged to return the keys to the vehicle without delay as well as the remote anti-theft system if applicable. The client shall be obliged to cooperate fully with us in any police inquiry or other procedure in connection with the theft.

K – The client shall in any case be responsible towards Zen Car for compensation payments. The damage shall be repaired at the discretion of Zen Car and its insurer.

L – The client shall bear sole responsibility for paying fines and fees linked to the use of the vehicle during the reservation. The fines and fees to be paid may include in particular:

- fines or parking fees;
- towing costs;
- costs of immobilization;
- fines or fees linked to traffic;
- speeding fines;
- any other taxes or fines.

If we have been sent a fine or fees to be paid because you have failed to pay these or have failed to adhere to the laws in effect, we shall charge you for:

- the amount of the fine or the fee if we are to pay this;
- administrative costs as our handling charge for the fine or the fee concerned.

When reserving the vehicle, you accept that we shall communicate your details to the authority or the private enterprise issuing the fine or the fee if we believe it is entitled to receive this information and the law authorizes us to do so. This shall enable them to contact you and to forward the fine or the respective fee to you.

We shall invoice you the administrative handling charges to this effect.

If we are not legally authorized for any reason to forward your details, we shall if necessary pay the fine on your behalf and charge this to you in addition to our administrative fees.

If the vehicle is seized by the police or any other authority during the reservation and unless this seizure is due to our own negligence or shortcoming on our part, you shall be required to pay:

- the fees that we incur due to this seizure;
- as well as any loss of rental revenue due to the immobilization of the vehicle;
- administrative costs.

## **Article 15 – Insurance**

A – Zen Car users benefit from compulsory third party insurance and comprehensive insurance for damage to the vehicle subject to respect for the general conditions of membership and the obligations of the Highway Code.

B – The Zen Car motor car insurance conditions can be consulted at any time by subscribers on request.

C – Subject to the sole own risks indicated in point D. below, the client shall accept responsibility towards Zen Car, when using one of its cars, for any damage and all costs, any amounts incurred by us in the event of loss, damage or theft from the vehicle, its equipment or its accessories. Your responsibility may include



in particular the costs of repairs, the loss of the vehicle's value, compensation for immobilization of the vehicle, costs of towing and storing the vehicle as well as costs of managing the damage corresponding to the costs incurred by Zen Car in relation to accepting any claim for the damage caused to the vehicle unless this damage was due to us or if it has been ascertained by a third party or its insurer that this damage is due to a third party. You shall not be obliged to pay us any fees or additional amounts in the case of loss or damage resulting directly from an error attributed to us or an infringement of the terms of the agreement on our part.

D – The following rules on own risks shall apply:

Each vehicle has comprehensive insurance with an own risk of EUR 890.00. This means that our insurance covers any accident provided the Zen Car driver is not in the wrong. If on the other hand he is held liable, he shall be invoiced for the amount of the repairs up to a maximum of EUR 890.00. The driver shall also be charged for an own risk under civil law of EUR 500.00 in the event of a claim for which he is at fault whereby damage was caused to a third party.

The client shall only pay the amount of the repair, compensation for immobilization while the vehicle is undergoing repair, any towing costs and the costs of managing the claim if the damage is less than the amount of the own risk.

E – Zen Car shall under no circumstances be held liable towards you or any other driver approved or not or any passenger for losses or damage caused to personal property left in the vehicle either during or after the reservation period. The client shall himself assume all the risks relating to these items.

F – The insurance subscribed by Zen Car shall not cover damage to the tyres. The subscribers shall be responsible for the costs of repairing these.

G – Irrespective of the insurance benefits provided for under the Zen Car insurance agreement, the client shall be responsible for the damage caused to the vehicle or the equipment installed (onboard electronic system) due to his shortcoming or negligence. The user shall be held responsible for any damage caused.

H – Zen Car shall reserve the right to use exclusively the repair workshop of its choice for any repairs to its vehicles.

#### **Article 16 – Price list changes, general conditions and other points of the agreement**

Zen Car shall be authorized to amend these General Conditions, the price list and all the articles of association at any time unilaterally. Amendments shall be announced and published on the Zen Car website and in the newsletter and shall be deemed communicated to the clients and approved by the latter 30 working days after their publication.

#### **Article 17 – Changes of name, address and bank details**

The client shall be obliged to notify Zen Car in writing within 10 working days of any change of his name, address or banking details or change these directly on the Zen Car client portal. The information sent by Zen Car to the last name or address used or the last bank details notified shall be considered valid until receipt of the new name and address.



## **Article 18 – Processing and protecting data**

A – The service shall be subject to a standard declaration to the Commission for the Protection of Privacy (“CPP”).

B – The client is aware that the information collected shall be subject to storage and electronic processing for the purpose of invoicing, statistical analysis, banking verification and in order to keep it informed of Zen Car activities. The personal details are stored in the Zen Car database, which is owned by Zen Car. These details shall not be passed on for commercial purposes. These details may be passed on to Zen Car partners of which the client is a member in the context of the respective partnerships.

C – In accordance with the Belgian law of 8 December 1992 on the protection of privacy, the client shall be entitled to access personal details that Zen Car holds on him in order to request any correction, amendment, blocking or deletion of these. The client shall be entitled to request any explanation of the processing of these details and the rights established under current law on personal details as far as necessary for guaranteeing proper processing of his details.

The client shall also be entitled to oppose any processing of his personal details on any compelling and legitimate grounds.

He shall contact the service centre in order to exercise this right and to obtain information that concerns him.

D – Any request for a reservation shall involve the client signing up to Zen Car newsletters.

You shall receive mails linked to your reservation but are also likely to receive our commercial offers. You may ask to no longer receive these offers at any time by clicking on the link at the bottom of our e-mailings.

## **Article 19 – Interpretation – invalidity**

Any illegality or invalidity of an article, paragraph or provision (or part of any article, paragraph or provision) shall in no way affect the legality of the other articles, paragraphs and provisions of the agreement nor the rest of this article, paragraph or provision except if the contrary was clearly intended in the text.

## **Article 20 – Applicable law and jurisdiction**

The agreement shall be interpreted and applied in accordance with Belgian laws and rules. Any dispute in relation to the agreement that has not already been settled amicably shall be adjudicated by the courts in the legal district of Brussels unless these are not territorially competent based on the law on commercial practices.

## **Zen Car™, valid from 1 February 2017**

**For the client, preceded by the words “read and approved”, date, surname, first name and signature  
Or validated via the online registration form**