

MEMORANDUM OF UNDERSTANDING dated

BETWEEN:

- (1) **Zipcar (UK) Limited**, incorporated and registered in England and Wales with company number 04525217 whose registered office is at: Avis Budget House, Park Road, Bracknell, RG12 2EW ('Partner'); and
- (2) **TRANSPORT FOR LONDON** a statutory body established under the Greater London Authority Act 1999 whose principal office is at 5 Endeavour Square, Stratford, London, E20 1JN ("TfL")

(separately a "Party" and together "the Parties")

BACKGROUND

- (A) TfL is undertaking the TfL Campaign. The Partner wishes to support the TfL Campaign by providing the Partner Offer as further described in Schedule 1. The Parties wish to record the basis on which they will work together.
- (B) This Memorandum of Understand ('MOU') is not intended to be legally binding except as specifically set out in Clauses 2.3, 3, 4, 7.8, 10 and 11.

1. DEFINITIONS AND INTERPRETATION

1.1 The words and phrases below shall have the following meanings:

Confidential Information means all information (whether commercial, financial, technical or otherwise and however recorded, or preserved) which is expressly marked or designated as confidential and which is disclosed by the Disclosing Party to the Receiving Party in connection with this MOU;

Data Protection Legislation means any legislation in force from time to time in the United Kingdom relating to privacy and/or the processing of personal data including but not limited to the Data Protection Act 2018;

Disclosing Party means the Party to this MOU which discloses or makes available directly Confidential Information;

Freedom of Information Act means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or enactment of any of these and any statutory guidance;

Partner Offer means the commercial offer the Partner is providing TfL as further set out in Schedule 1;

Receiving Party means the Party to this MOU which receives or obtains directly Confidential Information from the Disclosing Party;

TfL Campaign means the ULEZ Scrappage campaign that TfL is running to promote the expansion of the ULEZ zone into Greater London and the introduction of the £100m scrappage scheme which aims to get older, more polluting vehicles off the roads. The campaign also aims to promote more sustainable less polluting forms of transport such as cycling, car hire and car share schemes.

2. KEY OBJECTIVES

2.1 The Parties agree to work together as set out in Schedule 1.

2.2 The Partner agrees to provide the Partner Offer as part of the TfL Campaign. The Partner will immediately inform TfL if they can no longer provide the Partner Offer and will use all reasonable endeavours to provide an equivalent substitute to the satisfaction of TfL.

2.3 The Parties agree to:

- a. adhere to statutory requirements and best practice. Comply with applicable laws and standards including Data Protection Legislation;
- b. act in a timely manner. Recognise the time-critical nature of the TfL Activity and respond accordingly to requests for support;
- c. manage stakeholders effectively; and
- d. deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MOU.

2 CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 3.1 The Receiving Party undertakes that it shall not disclose to any person any Confidential Information except as permitted by clauses 3.2 and 3.3.
- 3.2 The Receiving Party will not use the Confidential Information for any other purpose than to perform its obligations under this MOU. The Receiving Party is permitted to disclose such Confidential Information to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Receiving Party's obligations under this MOU. The Receiving Party shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses Confidential Information comply with this Clause 3.
- 3.3 The obligations on the Receiving Party will not apply to any Confidential Information:
- a) which either of the Parties can demonstrate is in the public domain (other than a breach of this clause 3);
 - b) was disclosed to the Receiving Party on a non-confidential basis by a third party who did not owe any obligation of confidence to the Disclosing Party with respect to the disclosed Confidential Information;
 - c) was independently developed by a Party without reference to the Disclosing Party Confidential Information; or
 - d) is required to be disclosed by a court of law or other competent tribunal, or any government body or other regulatory authority, or pursuant to the Receiving Party's statutory duties including (without limitation) those originating from and related to the Freedom of Information Act 2000.
- 3.4 The provisions of this clause 3 will survive termination of this MOU for a period of 1 year from termination.
- 3.5 The Receiving Party shall immediately on receipt of a written request from the Disclosing Party, return to the Disclosing Party or (if requested) destroy all originals and copies of documents (in any form) containing or reflecting any Confidential Information.
- 3.6 The Partner acknowledges that TfL is subject to the Freedom of Information Legislation and agrees to assist and cooperate with TfL to enable TfL to comply with its obligations under the Freedom of Information Legislation.

4. COMMUNICATIONS AND MARKETING

- 4.1 Either Party shall not communicate with representatives of the media including but not limited to radio, television and social media except as set out in this MOU without prior written approval of the other Party prior to any release.

- 4.3 The Parties will provide to each other marketing materials they are able to use internally and externally as part of the TFL Campaign.

5. DURATION AND TERMINATION

- 5.1 This MOU shall commence on the date when it has been signed by all the parties and shall continue unless terminated earlier in accordance with clause 5.2 for the duration set out in Schedule 1.
- 5.2 Either Party may terminate this MOU by giving the other Party not less than [14] days' notice in writing at any time. For the avoidance of doubt, the Partner is still required to provide the Partner Offer up until the date of termination. The Partner agrees that third parties that have obtained the Partner Offer prior to the date of termination are permitted to be able to use the Partner Offer following the date of termination.
- 5.3.1. Notwithstanding anything in this MOU, termination shall not affect the rights and obligations of the Parties accrued under the legally binding clauses of this MOU prior to the date of termination.

6 LEGALLY BINDING CLAUSES

- 6.1 Except for following clauses, which are legally binding:

- 6.1.1 Clause 2.3;
- 6.1.2 Clause 3;
- 6.1.3 Clause 4;
- 6.1.4 Clause 7
- 6.1.5 Clause 8;
- 6.1.6 Clause 10; and
- 6.1.7 Clause 11.

- 6.2 This MOU is not intended to be legally binding, and no legal obligations or legal rights shall rise between the parties from this MOU. The parties enter the MOU intending to honour all their obligations.

- 6.3 Nothing in this MOU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

7 INTELLECTUAL PROPERTY

- 7.1 Ownership of any Intellectual Property Rights and any developments or improvements to those Intellectual Property Rights created by either Party for the purpose of the TFL Campaign remains with the Party which created or developed the Intellectual Property. Each Party grants to the other Party a revocable, non-transferable, non-exclusive, non-sublicensable, royalty free licence to use the relevant and applicable Intellectual Property as required for this MOU.

- 7.2 The Parties, subject to prior written approval, permits each other to use agreed logos and trademarks in internal and external communications including communications with the press, radio, television and social media to promote the Tfl Activity.

8 REMEDIES

Each Party acknowledges that the other may incur costs, fees and expenses in reliance of Clause 3 (Confidentiality) and that if either Party breaches clause 3 the Party in breach shall (without prejudice to any other remedies it may have) indemnify and keep indemnified the other Party for all properly and reasonably incurred and evidenced costs, fees and expenses.

9 VARIATION

This MOU may only be varied by written agreement by the Parties.

10 CHARGES AND LIABILITES

- 10.1 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this MOU and the Tfl Activity.
- 10.2 Both parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither Party intends that they other Party shall be liable for any loss it suffers as a result of this MOU.

11 GOVERNING LAW AND JURISDICTION

This MOU is governed by and construed in accordance with English law and the Parties agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this MOU to the extent such dispute or claim arises directly from a breach of the legally binding clauses.

Each Party hereby confirms its agreement to the terms contained in this MOU.

Signed by [redacted] r

For and on behalf of
ZipCar (UK) Ltd



Authorised Signatory

Dated: 29.1.23

Signed by Niall Brolly

For and on behalf of
Transport for London

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Authorised Signatory

Dated:

Schedule 1 : Partnership Opportunity

	Partner	TfL
Partner Offer	<p><u>Exclusive Offer:</u></p> <p>Zipcar – Match funded-offer up to £1,000 for first 50 applicants.</p> <p>Zipcar will give you driving credit to match the scrappage scheme grant money that you spend with Zipcar in 2023, up to a maximum of £1,000. This will be given in driving credit for use in 2024.</p> <p><u>General Offer:</u></p> <p>Zipcar – Free membership</p> <p>One-off £10 application fee plus £10 driving credit once approved.</p>	N/A
Partner Offer Dates	<p>Start date: 30 January 2023</p> <p>Finish date: 31 December 2023</p>	N/A
Partner Offer Code	N/A	N/A
Redemption	<p>To redeem the offer, a redemption mechanism is used:</p> <p>TfL will host a link on the scrappage pages of TfL's website. The Partner will create and host details of their offer together with all relevant Terms and Conditions on this webpage.</p> <p>The Partner will provide the link to this page by 16 January 2023 at the latest.</p>	N/A
How the Scrappage Scheme and Partner Offer will be promoted	<p>LinkedIn, Twitter, Facebook, Instagram x2 in February following launch event, dates to be decided in the coming weeks, further posts to be planned on an adhoc basis</p>	<p>ZipCar will be included in the launch Press Release – including quote from ZipCar spokesperson.</p> <p>ZipCar will be invited to attend and participate in the campaign launch event – format, location and date tbc</p>

	<p>Email x1 in February, secondary inclusions in email x1 in February, further inclusions to be planned in throughout the year and ahead of the launch in August.</p> <p>LinkedIn, Twitter, Facebook, Instagram x2 in August ahead of go-live date.</p>	<p>Beginning in January 2023, a TfL marketing campaign will promote the ULEZ, prompting customers to use TfL's 'online vehicle checker' to confirm whether they will be impacted by the change.</p> <p>The campaign comprises:</p> <ul style="list-style-type: none"> - Radio and TV adverts - A poster campaign across the TfL Network - A 1.4m leaflet drop across the expansion area - e-CRM to TfL contact databases - Face to face leafleting targeting local town centres and trade areas <p>Partner offers will be listed on TfL's website as 'Exclusive' - for customers who are eligible for the scrappage scheme - and 'General' for offers which are accessible to the general public.</p> <p>Partners will be invited to submit content for a Made by TfL Blog which will focus on ULEZ and the scrappage scheme. The specification for the blog will be:</p> <ul style="list-style-type: none"> • Title: up to 40 characters • Body text: 500 - 1,000 characters: no lists, text can be hyperlinked, preferably around 3 paragraphs • 1 image: around 300kb, jpg filetype, landscape, no branding eg logos, photo style preferred. <p>The Made by TfL / ULEZ blog will be promoted across TfL SM channels during 2023 including FB, Twitter and LinkedIn.</p> <p>TfL will endeavour to repost partner Social Media posts related to this collaboration provided TfL is aware in advance / tagged appropriately.</p> <p>TfL will provide an official TfL spokesperson for the partner's Press Release if wished.</p> <p>Upon application and with approval, TfL will allow rights free use of the TfL Roundel for the specific purpose of promoting the partner offer until the offer expires or is withdrawn.</p>
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	<p>If usage is approved, the TfL Roundel will be supplied with TfL Brand Guidelines which must be adhered to.</p> <p>* TfL will use reasonable endeavours to fulfil agreed deliverables at pre-agreed timeframes as set out in this schedule. The Operation of TfL including managing any incidents will always take precedence and may result in the activities using the above channels being delayed and/or cancelled.</p>																																					
Channel Details	<table border="1"> <thead> <tr> <th>Partner owned channels</th> <th>Potential Reach</th> </tr> </thead> <tbody> <tr> <td>Twitter</td> <td>20k</td> </tr> <tr> <td>LinkedIn</td> <td>400</td> </tr> <tr> <td>Facebook</td> <td>53k</td> </tr> <tr> <td>Instagram</td> <td>4.4k</td> </tr> <tr> <td>CRM email</td> <td>200k</td> </tr> <tr> <td>Website</td> <td>n/a</td> </tr> <tr> <td>TikTok</td> <td>n/a</td> </tr> </tbody> </table>	Partner owned channels	Potential Reach	Twitter	20k	LinkedIn	400	Facebook	53k	Instagram	4.4k	CRM email	200k	Website	n/a	TikTok	n/a		<table border="1"> <thead> <tr> <th>TfL owned channels</th> <th>Potential Reach</th> </tr> </thead> <tbody> <tr> <td>Twitter</td> <td>c.2.4m</td> </tr> <tr> <td>Facebook</td> <td>c.445k</td> </tr> <tr> <td>Instagram</td> <td>N/A</td> </tr> <tr> <td>CRM email</td> <td>1,182,433</td> </tr> <tr> <td>Metro TfL page</td> <td>N/A</td> </tr> <tr> <td>Experience London Blog</td> <td>30-40k views per month</td> </tr> <tr> <td>TikTok</td> <td>N/A</td> </tr> <tr> <td>LinkedIn</td> <td>c.230k</td> </tr> </tbody> </table>	TfL owned channels	Potential Reach	Twitter	c.2.4m	Facebook	c.445k	Instagram	N/A	CRM email	1,182,433	Metro TfL page	N/A	Experience London Blog	30-40k views per month	TikTok	N/A	LinkedIn	c.230k	
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