

Participation Agreement

This Participation Agreement (“Participation Agreement”) is entered into on (the “Effective Date”) by and between:

1. [INSERT DISTRICT DETAILS] (the “New Party”); and
2. Enterprise Rent-A-Car UK Limited on behalf of itself and Franchisees and operating Affiliates with company number 02946689 of Enterprise House, Vicarage Road, Egham, Surrey, TW20 9FB (“Enterprise”).

BACKGROUND

This Participation Agreement is entered into pursuant to the Terms and Conditions of Contract for Services (Call-Off Contract – Services: Car Club Scheme) Services Agreement dated [•] and originally entered into between WEST YORKSHIRE COMBINED AUTHORITY and Enterprise (the “**Main Agreement**”).

Each a ‘party’ and collectively the “parties”.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREAFTER, THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

1. Unless the context requires otherwise, words and expressions defined in the Main Agreement shall have the same meaning when used in this Participation Agreement.
2. The New Party confirms that it has been given and has read a copy of the Main Agreement and understands that, by virtue of signing this Participation Agreement, it is entering into an agreement with Enterprise on the same terms of the Main Agreement save for those detailed in clause 3 below. As such the New Party shall have all of the rights granted to the Customer and all obligations placed upon the Customer under the Main Agreement. Accordingly, where the context requires in order to assure the New Party’s rights, benefits and obligations under this Participation Agreement, and unless the parties to the main agreement otherwise specify, references to the “Customer” in the Main Agreement (including those references to a Party which are intended to relate to the Customer) shall be deemed to include a reference to the New Party.
3. Notwithstanding that New Party shall each receive the same Services from Enterprise the following adjustments will apply in relation to how the terms of the Main Agreement will operate in relation to the Customer and the New Party:
 - 3.1. Services will be provided by the Supplier to any New Party and Customer separately;
 - 3.2. the Agreement Details shown at Appendix A shall be used in the in the place of the corresponding Agreement Details in the Main Agreement;
 - 3.3. the Customer and New Party shall be entitled to separate invoices in respect of the provision of Services which will correlate to the Services provided to the respective New Party;
 - 3.4. any Charges to be paid for the Services and such other sums as shall become payable in respect of Services, as described in the Main Agreement, shall be calculated on a per New Party basis and each New Party shall be responsible for paying their respective Charges and such other sums; and
 - 3.5. such further adjustments as the parties to the Main Agreement agree in writing from time to time.

4. The Parties to the Main Agreement may in accordance with its provisions vary, terminate or rescind that Main Agreement or any part of it, without the consent of any New Party. For the sake of Clarity, a New Party may not vary, terminate or rescind the Main Agreement or any part of it, without the consent in writing of the Parties to the Main Agreement.
5. Any changes agreed between the parties of the Main Agreement shall vary and be deemed incorporated under the terms of this Participation Agreement which shall be deemed to apply from the effective date of the variation to the Main Agreement.
6. This Participation Agreement and the obligations arising thereunder will be governed by and construed in accordance with the Laws of England and Wales. The parties submit, to the exclusive jurisdiction of the English courts to settle any claim, dispute or matter of difference which may arise out of or in connection with the Agreement or legal relationships established by the Agreement.

Enterprise Rent-A-Car UK Limited

[NEW PARTY]

[Date]

[Date]

By: [Name]

By: [Name]

Title: [Title]

Title: [Title]

Appendix A

Agreement Details

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| Minimum Number of Supplier vehicles to be provided under the Scheme (the “Vehicles”) | [INSERT] |
| Description of the Parking Spaces (the “Parking Spaces”) | [INSERT] |
| Additional Enterprise Car Club Bays Available Within the New Party’s Geographical Area | [INSERT] |