



24/08/2021

## Rules of Vehicle Use

Effective: August 24, 2021

In addition to the Rules and obligations set forth in the Wheelz GH membership Contract, Members are required to take careful note of, and abide by, the Rules set forth in this Schedule. All applicants for membership with Wheelz GH should read and understand these Rules before they apply and before they pay any applicable driving record/insurance verification, application and/or membership fees. By becoming a Member or continuing to be a Member, you are deemed to have accepted and agreed to abide by all of the following Rules and these Rules shall also be deemed to apply to all Associate Members. Capitalized terms used in this Schedule shall have the same meaning assigned to such terms in the Contract.

### 1. Persons Permitted to Use Vehicles

Only properly licensed active Wheelz GH Members in good standing are allowed to drive Wheelz GH vehicles. Non-Members are expressly prohibited from driving a Wheelz GH vehicle at any time. Members may drive a Wheelz GH vehicle that has been reserved by another Wheelz GH Member; however all fees and charges, shall be determined in accordance with, and be the responsibility of, the reserving Member.

### 2. Prohibited Uses

2.1 Unless otherwise approved by Wheelz rentals LTD, the use of a Wheelz GH vehicle under the following conditions is prohibited:

a. any driving test or similar classes;

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- b. any speed race or competition;
- c. for the purpose of towing, pushing, or propelling any trailer or any other vehicle;
- d. for the primary business purpose of transporting people or operating a taxi service;
- e. by any person who is under the influence of (i) alcohol or (ii) any drug or medication under the effects of which the operation of a vehicle is prohibited or not recommended;
- f. in the carrying out of any crime or for any other illegal activity or purpose;
- g. in an imprudent, negligent, or abusive manner or any other abnormal use of a vehicle;
- h. by any person who has provided Wheelz rentals LTD with false information or whose representations are determined to be false (including, without limitation, regarding his/her name, age, or address);
- i. driving a Wheelz GH vehicle from the Republic of Ghana into any foreign country.
- j. carrying a number of passengers that exceeds the designed seating capacity of the vehicle or baggage or other items that would cause the vehicle to be overloaded;
- k. carrying or transporting any hazardous, toxic, flammable, dangerous or illegal materials;
- l. driving while using a mobile communication device that may distract you from driving, including driving while texting, emailing, using a cell phone without a hands-free device or otherwise engaging in similar activities that may be prohibited by applicable law; or
- m. use of snow or tire chains.

The foregoing examples are not intended to be exhaustive. Any unreasonable or inappropriate use of a Wheelz GH vehicle, as determined by Wheelz rentals LTD in its sole

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discretion, may be deemed a violation of these Rules. Without limiting the foregoing, Members must always use Wheelz GH vehicles in accordance with all highway and other applicable laws and regulations. Wheelz rentals LTD may report to the authorities any use of a Wheelz GH vehicle or other activities that are in violation of law.

Wheelz rentals LTD may immediately suspend or terminate the use of its service by any Member for a violation of any of these Rules. Upon suspension or termination, any existing reservations for the Member or Associate Members (as the case may be) may be cancelled by Wheelz rentals LTD at its sole discretion. In addition, Members will be responsible for any and all costs, charges, fees and expenses incurred by Wheelz rentals LTD as a result of a breach of any of these Rules.

### 3. Reserving Wheelz GH Vehicles

3.1 Members must always reserve a Wheelz GH subscription vehicle in advance of use and will typically be billed for usage fees at the time of booking your reservation. The minimum period for which a Wheelz GH subscription vehicle may be reserved is one hour. If the Wheelz GH vehicle is available, a reservation may be extended in hour increments thereafter via purchase of an additional subscription as provided in Section 3.2 below. Use of a vehicle for a period of longer than fourteen consecutive days may be authorized at Wheelz GH discretion and must be arranged with a Wheelz GH representative.

3.2 If you wish to extend a reservation, you may do so only if (i) the vehicle is available for use for the extension period (for example, it is not reserved by another Member), (ii) the request to extend is completed prior to the scheduled expiration time of your existing reservation and (iii) you have sufficient credit/funds available on the credit/debit card used to make the reservation to pay for the extension.

3.3 You will be charged a 8 GH¢ agent reservation charge per call when a Wheelz rentals LTD customer services representative makes, extends, updates or cancels a reservation for you. This charge does not apply to Services for Disabled Members Schedule, if you are

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disabled and your disability prevents you from using the website, smartphone or the automated phone system, and you identify yourself as disabled.

#### 4. Vehicle Pick-up and Return/Vehicle Condition/Stolen Vehicles/Belongings and Lost Property

4.1 You must pick up the selected vehicle at its designated Wheelz GH vehicle parking space and return it secured (via membership card or the Wheelz GH mobile app), clean, with at least a quarter (25%) tank of fuel, and in good working order, to the correct and designated Wheelz GH vehicle parking zone by no later than the end time of your subscription or end of your journey. If the vehicle is available you may, at no additional charge, scan in to take possession of the Wheelz vehicle up to 14 minutes before your reservation start time; you will be charged in thirty (30) minute increments if you scan in more than 14 minutes in advance. *Please note*, however, that scanning into the vehicle prior to the scheduled reservation start time may cause promotional (for example, overnight) discount pricing to no longer apply and regular rates may instead apply to your reservation.

4.2 Prior to taking possession of a vehicle, you must do an exterior walk-around and an interior look-over. Before driving the vehicle, you *must* advise Wheelz rentals LTD of any damage or abnormality encountered on the vehicle or in the operation of the vehicle. Without limiting the foregoing, you should report to Wheelz GH any warning lights that stay on after the ignition is engaged, any indication of leaking fluids near the vehicle, any cracks or chips in the windshield, missing or inoperable signal or driving lighting, broken or missing rear-view mirrors, any other condition that may render the vehicle unsafe to operate.

If Wheelz rentals LTD is not notified of a problem at the start of a reservation, you will be deemed to be responsible for any problem with the vehicle discovered or reported after your reservation, including, without limitation, damage to the vehicle, lack of cleanliness or low fuel. You may be charged the Damage Fee, a cleaning fee, low fuel fee or other applicable fees, and Wheelz GH may suspend, or may even terminate, your membership.

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4.3 The key, key fob or other starting device to the vehicle must remain in the vehicle and/or be returned to its designated position within the vehicle at the conclusion of the reservation. The vehicle must be locked (using your membership card or a Wheelz GH mobile application) at all times when it is not in use during your reservation. You must advise Wheelz GH immediately if you fail to leave the key/fob/starting device or parking pass (if applicable) in the vehicle. You will be charged additional rates or fees for the vehicle until the key/fob/starting device is returned and you will remain responsible for the vehicle during such period. Additional information about fees may be found in our [FEE POLICY](#).

4.4 Reserving Members are responsible for all charges and costs incurred related to the Wheelz GH vehicle for the entire period of the reservation and until the vehicle is returned secured, closed, locked and serviceable (all accessories off, key out of ignition and in proper place, all windows, doors, hatches, sunroofs and other openings closed, parking pass and other accessories in the vehicle) to its designated parking zone. Wheelz GH subscription vehicles must be returned no later than the end time of the reservation and the Member is required to scan out of the vehicle. The Member will be billed for the full amount of the reservation time period, even if the vehicle is returned early. Should a vehicle be returned late, the reserving Member will be responsible for late fees as described in the [FEE POLICY](#).

4.5 Stolen vehicles must be immediately reported and the membership card must be immediately returned to Wheelz rentals LTD as proof that Member had the membership card secured when the vehicle was stolen.

4.6 Members must check that they have not left any belongings in the Wheelz GH vehicle. Wheelz rentals LTD shall not be held liable for any belongings left in a vehicle or stolen from a vehicle, and the Member agrees not to hold Wheelz rentals LTD responsible for any such belongings, whether of the Member or any third party.

## 5. Refueling and Eligible Expenses

5.1 When you use a Wheelz GH vehicle, Wheelz rentals Ltd is responsible for the cost of fuel (subject to mileage overage fees that may apply to a reservation), but Members are required

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to fill up petrol/diesel powered Wheelz GH vehicles if the fuel tank drops below one quarter (25%) of a tank. If at the start of your journey the vehicles fuel is below 25% Wheelz GH will reimburse you (via account wallet or subscription) for the actual cost of fuel if you pay for it yourself in accordance with Section 5.3 below up to 25% fuel tank capacity. Members must, when returning the vehicle, ensure that the tank is at least one quarter (25%) full; you will be charged a fee in accordance with the Fee Policy if the vehicle is returned with less than one quarter of a tank of fuel. **Members must ensure that they use the correct fuel when refuelling the vehicle (gasoline or diesel). Fuel decontamination costs and any other damage or costs (including road side assistance or recovery) arising from the use of the incorrect fuel are not limited to the Damage Fee and are not covered by Wheelz rentals LTD insurance and will be charged to customer.**

5.2 An "Eligible Expense" is defined as (a) an expense incurred by the Member for minor (under 150 GH¢) routine maintenance on Wheelz GH vehicles, such as new wiper blades, light bulbs, or windshield-washer fluid, (b) the cost of fuel when the fuel level is below quarter tank (25%) in bringing the fuel level to quarter tank (25%) and (c) any other expense that is authorized in advance by a Wheelz GH Representative. If you pay for an Eligible Expense, you must keep the actual receipt reflecting the item or service purchased and the date and time of purchase (which must be during your reservation), and note on it the odometer reading at the time of the purchase. Please print your name on the receipt, e-mail it to [info@wheelzgh.com](mailto:info@wheelzgh.com) and subject to our approval, we will credit such amount to the account wallet and or credit/debit card (by exception) you have on file for the applicable reservation. No credit or refund will be given without a receipt, or if the receipt is submitted 30 days or more after the reservation date.

## 6. Maintenance/Cleanliness

6.1 Wheelz rentals LTD will perform all necessary and required routine maintenance on all of its vehicles. However, Members are responsible for the cleanliness of vehicles and we expect Members to assist in helping us to maintain the driving safety and performance of the vehicle, in particular during longer reservations or when the vehicle indicates that service or maintenance is required, by calling 020 141 6342.

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6.2 Atypical noises or driving feel, including but not limited to warning lamps, indicators, inappropriate or strange engine or other mechanical sounds, performance changes or unusual driving feel, must be reported to Wheelz GH as soon as noted. Failure to report such irregularities during the use of a Wheelz GH vehicle may result in the Member's immediate suspension or termination of membership as well as the Member being responsible for any damages resulting from the continued use of the vehicle despite such irregularities. Such damages are not limited to the Damage Fee and are not covered by Wheelz rentals LTD insurance.

6.3 Vehicles may require Roadside Assistance from time to time. Wheelz rentals LTD provides Roadside Assistance support as part of our service, and Members are typically required to stay with the vehicle. If, however, a Member's need for Roadside Assistance results from a breach of this Contract or a violation of Wheelz rentals LTD Rules, the Member may be charged for the costs of the service.

## 7. Breakdown or Incidents

7.1 All breakdowns, accidents or similar incidents involving Wheelz GH vehicles must be reported to Wheelz GH immediately by phone to 020 141 6342.

7.2 *Breakdown and Roadside Assistance.* When using a vehicle, you must follow the owner manual's instructions. If a problem arises that prevents or limits the use of the vehicle or that may compromise safety, you must immediately notify Wheelz GH and follow Wheelz GH instructions. In some instances, members may be required to pay for towing, repairs, and other expenses, if authorized by a Wheelz GH Representative (in which case these amounts will be considered Eligible Expenses reimbursable as provided in Section 5.2). In any case, Members may be responsible for additional fees if they abandon a vehicle without Wheelz GH authorization.

7.3 *Jump start.* If you perform a jump start to the Wheelz GH vehicle, you must inform Wheelz immediately. You are fully responsible for any damage that may result from the improper use of jumper cables or other tools. It is strictly forbidden to provide a jump start to any vehicle

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other than a Wheelz GH vehicle after seeking authorisation from a Wheelz rentals LTD customer service agent.

**7.4 Incidents.** In case of an incident involving property damage or any third party, the Member must fill out an official police report form, and, if possible, provide a jointly agreed-upon statement, complete an incident form, and obtain the following information:

- a. Date, time, and place of incident;
- b. The license plate numbers of any other vehicles involved, their make and year, their identification number (serial number), and the insurance certificate's number (with name, address and phone number of the insurance agent);
- c. The names, addresses, and driver's license numbers of the persons involved in the incident;
- d. The name, address, and driver's license number of the owner of the car (if he or she is not the driver);
- e. The name, addresses, and phone number of witnesses, passengers, and any other involved persons;
- f. Circumstances of the incident; and
- g. A police report is required regardless of liability or fault.

**7.5 Investigation and procedure.** Members must provide to Wheelz rentals LTD and any other claims adjustment service the findings of any report or any notice relating to a claim or a lawsuit against Wheelz rentals LTD regarding any incident involving a Wheelz GH vehicle. Members agree to cooperate fully with Wheelz rentals LTD in the investigation and defence of any such claim or lawsuit. A Member's account will be suspended until the investigation has been concluded.

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7.6 The Member shall be responsible for the costs related to the repair, recovery, and loss of use of any Wheelz GH vehicle and all third party injuries and property damages resulting from any of the foregoing, up to the current Damage Fee as set forth in the Rate Schedule. Estimates for any costs will be available to the Member for review and costs may be assessed in advance of repair. *Please note* that, as provided in Section 5.1 of the Contract, a Member may be responsible for all applicable damages and costs arising from the Member's failure to comply with the terms of the Contract.

## 8. Traffic Violations

8.1 You are responsible for any traffic violations incurred during your reservation or as a result of your use of a Wheelz GH vehicle. These include, but are not limited to parking, speeding, red light, photo enforcement, and toll violations. You are liable for all penalties/fees from any such violation, including fines for late payment and any processing penalties/fees added by the issuing municipality. You are liable for payment of all tolls and any fines for toll evasion. Wherever possible it is the Member's responsibility to pay the relevant authorities directly. Wheelz rentals LTD may impose a fee of \$50 in connection with processing any such violations. You must report such violations to a Wheelz GH Representative as soon as possible within the prescribed deadline for the violation (for example, if the case is being taken to court). See our [FEE POLICY](#) for other charges that may apply to violations.

8.2 You must notify Wheelz GH of any traffic violation notices found on a vehicle at the time of pickup of the vehicle. All unreported traffic violations will be the responsibility of a Member if they occur during the time period during which such Member is using or responsible for the Wheelz GH vehicle.

8.3 At the end of your reservation, you must not leave a vehicle in a zone which has parking restrictions. If you leave the vehicle in such a restricted zone, you must immediately notify Wheelz GH, and you will be responsible for any and all violation notices or towing charges incurred by Wheelz rentals LTD.

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8.4 Where a violation, incurred during the Member's Reservation Period or after it as a result of failure to adhere to driving, vehicle, traffic or parking regulations, is sent directly to Wheelz rentals LTD, you agree that Wheelz rentals LTD will/may pay the penalty/fee on behalf of the Member and add the penalty/fee to the Member's account. Wheelz rentals LTD may transfer liability for the penalty/fee to the Member in which case the Member would be wholly responsible for all correspondence with the appropriate authority and any penalties/fees due. Any right to contest, appeal, or transfer liability, on any driving, vehicle, traffic or parking charge issued by any authority or body belongs to Wheelz rentals LTD and will be at Wheelz rentals LTD absolute discretion. In the case of speeding notices, Wheelz rentals LTD may pass on the offending Member's details to the police or other authorities.

#### 9. Membership Card/Unlocking of the Vehicle by Wheelz GH

Members must carry their membership card when using Wheelz GH vehicles and use it or a smartphone to lock and unlock Wheelz GH vehicles. Wheelz rentals LTD will not remotely unlock or lock a vehicle for a Member who has forgotten or lost his/her membership card.

#### 10. Smoking and Pets

Smoking is absolutely prohibited in Wheelz GH vehicles. Pets are too, unless they are transported in locked pet carriers. Members are subject to [fees](#) if evidence of smoking or pets is found in Wheelz GH vehicles. Assistance animals are allowed in the car without being in locked pet carriers in accordance with our [Services for Disabled Members Schedule](#). In these instances, a Member will not be charged for regular cleaning costs (i.e., ordinary shedding), but will be responsible for all costs associated with any damage caused by an assistance animal.

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