CONSTITUTION OF ACRISS UKEIG
(FORMERLY -THE ASSOCIATION OF CAR RENTAL INDUSTRY SYSTEMS STANDARDS)
DATED 5 FEBRUARY 1992,

REVISED 12 November 2015, 01 January 2021 & 01 June 2021

1. DEFINITIONS AND INTERPRETATION

Unless the context otherwise requires the following words shall have the meanings set out below:

"ACRISS Financial Year"	means the calendar year from 1st January to 31st December;
"Associate"	means an Allied Associate or Honorary Associate as defined in Clause 7;
"EEA Member State"	means a member state of the European Union as at the date of this agreement and any state which shall be admitted to the European Union in the future, or any EFTA state which is or becomes a contracting party to the EEA Agreement and which has adopted EC Regulation No. 2137/85 or its equivalent;
"Electronic Distribution System"	means a third-party reservation system, including customer facing systems;
"the Grouping"	means the UK Economic Interest Grouping governed by this revised Agreement;
"meetings"	Meetings can be held in person or by phone. Meetings to be called by a member, chairman or Secretariat and must be attended by ¾ of the members to constitute a meeting. Notice of at least 7 days to be given for any meeting unless under special circumstances where required in accordance with clause 9.2;
"the Members"	means the parties to this revised Agreement together with such legal persons as may subsequently be admitted as Members in accordance with Clause 13;
"Mobility Services"	Car Rental Services and the provision of Vehicles with Driver Services (vehicles provided with a driver for hire on an individual or shared basis that may be booked via an Electronic Distribution System, i.e., transfer service (point to point), chauffeur driver service, taxi service;
"unanimity"	means the agreement of all the Members (including any not present at a meeting) without any abstention and "unanimously" shall be construed accordingly.

Clause headings are inserted for ease of reference only and shall not affect the interpretation of this Agreement.

2. LEGAL STATUS

2.1 A European Economic Interest Grouping was established on 17 March 1992 between the Members for an unlimited duration pursuant to EC Regulation No. 2137/85 of 25th July 1985 and the European Economic Interest Grouping Regulations 1989 (S.I. 1989 No. 638).

2.2 Pursuant to the European Economic Interest Grouping (Amendment)(EU Exit) Regulations 2018, the Grouping was converted to a UK Economic Interest Grouping with effect from [1 January 2021] and the registrar of companies issued a certificate of conversion to that effect on [1 January 2021].

2.3 The Grouping has full legal personality and capacity with effect from its registration at the Companies Registry.

2.4 The Members hereby undertake:

2.4.1 formally to adopt and abide by all the provisions of the Constitution of ACRISS UKEIG as amended from time to time and in particular to respect and promote the objects of the Grouping as set out in Clause 4;

2.4.2 formally to adopt and abide by the ACRISS Codes as set out in Schedule 3 and as amended from time to time;

2.4.3 to comply with the Recommendations made and amended from time to time by the Grouping to its Members and Associates, including those Recommendations made before the conversion of ACRISS to a UKEIG, as contained in a list maintained by the Secretary and available upon request;

2.4.4 to comply with the reasonable written directions of the Chairman or Secretary of the Grouping acting on the unanimous instructions of the Members;

2.4.5 to pay within 30 days of receiving notice to pay the annual subscription fee for Members.

3. NAME AND ADDRESS

3.1 The name of the Grouping is "ACRISS", also known as "The Association of Car Rental Industry Systems Standards", followed either by the words "UK Economic Interest Grouping" or the letters "UKEIG". The official address of the Grouping shall be as set out in Schedule 1.

3.2 The Grouping's name, official address, registration number and the location of the registry shall be clearly indicated on all documents and stationery of the Grouping addressed to third parties, and in particular letters, Codes, Recommendations, invoices, order forms and similar documents, advertisements and other publications.

4. OBJECTS

The object of the Grouping is to facilitate the use of Electronic Distribution Systems including reservation systems and customer facing system for car rental services and other Mobility Services (as these may evolve over time) including Vehicle with Driver Industry Service, Car sharing/club, Driveless cars, including:

4.1 To formulate and recommend standards for use in the design, installation and use of Electronic Distribution Systems.

4.2 To recommend codes of conduct applicable to providers car rental services and other Mobility Services including Vehicle with Driver Industry Service, Car sharing/club, Driveless cars with respect to the quality and quantity of information provided to operators of any form of Electronic Distribution System.

4.3 To devise and recommend standards and appropriate classifications for use in Electronic Distribution Systems.

4.4 To devise and recommend systems and standards for other Mobility Services such as the Vehicle with Driver Service industry, Car Sharing/Club and Driveless cars.

4.5 To promote the creation and provision of education, training and information schemes particularly for Members of the Grouping and for users of Electronic Distribution Systems.

4.6 To represent the views of the Grouping to interested parties including the United Kingdom government, the institutions of the European Union and European Economic Area, Governmental agencies, travel agents and associations of travel agents, suppliers of Reservation Systems and trade associations and other persons and bodies having an interest in the design, installation or use of such standards and generally to represent the views of the Grouping to consumers and in all kinds of media.

4.7 To carry out surveys and otherwise obtain and disseminate information relevant to providers of Electronic Distribution Systems and Mobility Services.

4.8 In general to do any or all lawful things desirable for the purpose of furthering the objectives of the Grouping.

5. PRINCIPAL MEMBERSHIP

5.1 Principal Membership of the Grouping shall be open to corporate bodies in the United Kingdom and EEA Member States which:

5.1.1 own vehicles for the provision of car rental services in the United Kingdom and the European Economic Area;

5.1.2 provide such services (including provision through operators franchised to use their name) at all rental locations in the United Kingdom and the European Economic Area; and

5.1.3 sell such services (whether directly or indirectly) through at least one Electronic Distribution System.

5.2 The Principal Members shall have a discretion to admit as a Member a corporate body which provides car rental services in the United Kingdom and in less than 9 countries in the European Economic Area.

5.3 Membership shall only be transferable with the unanimous agreement of the Members.

5.4 On admission to the Grouping Members shall undertake to comply with the obligations contained the Constitution of ACRISS UKEIG as amended from time to time and to pay within 30 days of receiving notice such subscription fee for Members as shall be agreed by the Members acting unanimously.

5.5 Members shall be entitled:

5.5.1 to nominate in writing for each calendar year a person (together with an alternate) to act as the representative of the relevant Member, and such person or alternate shall be entitled to attend and cast one vote at all meetings of the Members and the Annual General Meeting;

5.5.2 to attend meetings held to discuss ACRISS projects and to receive periodic updates on the various ACRISS projects and other ACRISS business currently being undertaken;

5.5.3 to have access to the Members area of the ACRISS website;

5.5.4 to obtain all recommendations, Codes and any other materials as may be published from time to time by the Grouping, provided for the avoidance of doubt that such Member observes the requirements of Clause 17 (Intellectual Property Rights);

5.5.5 [to subscribe for the ACRISS car codes and image cloud;] and

5.5.6 to appoint representatives to attend the full annual meeting of the Members of the Grouping (including lunch and refreshments provided by the Grouping).

6. REPRESENTATION

6.1 Each Member shall nominate in writing from time to time an employee or officer to act as the voting representative of such Member at meetings of the Grouping, and an alternative to act and vote in his absence.

6.2 The voting representative or his alternate shall be entitled to cast one vote at meetings of the Grouping.

6.3 Each Member may in addition nominate not more than three non-voting representatives who shall be entitled to attend meetings of the Grouping but who shall not be entitled to vote.

7. ADMISSION OF ASSOCIATES

Allied Associates

7.1 A company or other organisation which does not own vehicles for the provision of car rental services in the European Economic Area but which is connected with or has an interest in the European car rental industry, and/or the European Vehicle with Driver Service Industry and other Mobility Services such as Car Sharing/Club and Driveless cars may with the approval of three quarters of the Members of the Grouping be admitted as an Allied Associate of the Grouping, subject to the conditions set out below in Clauses 7.2 and 7.3.

7.2 On admission to the Grouping Allied Associates shall undertake to support and further the aims and the objectives of ACRISS as described in this Constitution and in the ACRISS Codes as amended from time to time and to pay within 30 days of receiving notice such subscription fee for Allied Associates as shall be agreed by the voting Members acting unanimously.

7.3 Allied Associates shall be entitled:

7.3.1 to attend meetings held to discuss ACRISS projects and to receive periodic updates on the various ACRISS projects and other ACRISS business currently being undertaken;

7.3.2 to obtain all recommendations, Codes and any other materials as may be published from time to time by the Grouping except for the Car Classification Code; and

7.3.3 to appoint representatives to attend the full annual meeting of the Associates and Members of the Grouping (including lunch and refreshments provided by the Grouping).

Honorary Associates

7.4 A company, organisation or industry expert which does not fall into the category of an Associate Member or an Allied Associate but which has an interest in the objectives of ACRISS and in the European car rental industry and Mobility Services (such as an educational institution or not-for-profit organisation) may with the approval of three quarters of the Members of the Grouping be admitted as an Honorary Associate of the Grouping, subject to the conditions set out below in Clauses 7.5 and 7.6.

7.5 On admission to the Grouping Honorary Associates shall undertake to support the aims and the objectives of ACRISS and provide advice and expertise where and when required

7.6 Honorary Associates shall be entitled to attend meetings on invitation only when deemed of interest to the group and in order to discuss, advise and provide industry knowledge and experience on ACRISS projects and to receive periodic updates on the various ACRISS projects and other ACRISS business at the discretion of the members.

Proposal of new Associates

7.7 A new Associate may be proposed by an existing Member or Associate, which shall give written notice to the Secretary of its proposal, and the Secretary shall inform all Members of the proposal not less than 7 days before the day of the meeting at which the proposal is to be considered.

8. MANAGEMENT OF THE GROUPING

8.1 The Grouping shall have two Managers, who shall be the Chairman and the Secretary for the time being. The Chairman shall be appointed in rotation from the voting representatives of the Members and shall serve for a period of up to 24 months as agreed by the Members for each rotation. He shall act as chairman at meetings of the Grouping but shall not be entitled to a second or casting vote. If the Chairman is unable to attend any meeting then the previous Chairman shall serve as acting chairman at such meeting.

8.2 The Secretary shall maintain the books and records of the Grouping, convene meetings of the Grouping and perform such other functions as the Members may from time to time determine subject to Clause 16 below. The Secretary shall not be in the employ of any one of the Members or Associates but shall be an independent person appointed by the Grouping on terms and under such conditions as the Members in their full discretion think fit.

8.3 At the initiative of the Chairman or at the request of any Member the Secretary shall arrange for the Members to be consulted in writing so that the latter can take a decision in accordance with Clause 9.8 below. Any Member may require the Secretary to convene a meeting or may require the Chairman to convene a meeting if no Secretary shall be in office or if the Secretary shall fail for any reason to convene a meeting within seven days of having been required so to do.

8.4 The Members hereby authorise the Secretary to maintain and operate a bank account in the name of the Grouping on such terms as to the operation of such account, the payment of invoices and the transfer of funds as the Members may think fit, in accordance with the financial limit set under Clause 16 below.

9. CONDUCT OF MEETINGS

9.1 Meetings of the Members of the Grouping shall be held at regular intervals as may be agreed from time to time but no less than 4 times a year or at such intervals as may be agreed from time to time.

9.2 Except where all the Members otherwise agree (or where a longer period of notice is required under this Constitution) at least 7 days' notice of the time date and place of each meeting of the Grouping will be given to Members and such notice shall include an agenda with a brief indication of the matters for discussion at the meeting.

9.3 The Chairman shall be responsible for the conduct of meetings and shall rule on any points of order arising at such meetings. Subject to Clause 11, at any meeting (including the Annual General Meeting) the presence of voting representatives (or their alternates) of at least three quarters of the total number of Members of the Grouping shall constitute a quorum for the transaction of business at that meeting.

9.4 The following matters shall require the unanimous decision of the Members:

9.4.1 alteration of the objects of the Grouping;

9.4.2 admission of a new Member;

9.4.3 alteration of Members' voting rights;

9.4.4 alteration of voting procedures;

9.4.5 alteration of Members' financial contributions to the Grouping;

9.4.6 transfer of the official address of the Grouping from one EEA State to another;

9.4.7 expulsion of a Member (in which case the Member concerned shall not be entitled to vote) or Associate.

9.5 Except where unanimity is required, decisions amending this Constitution may be taken only where all Members present at a meeting agree to the amendment or amendments and where such Members constitute at least three quarters of the total number of Members of the Grouping.

9.6 Except where unanimity is required or where this Constitution is to be amended decisions of the Grouping shall be taken by at least three quarters of the total number of Members of the Grouping plus the representative of the Associate Members, whether present or not at that meeting.

9.7 A meeting of the Grouping shall not consider matters reserved by Clause 10.1 of this Constitution to an Annual General Meeting.

9.8 Any resolution in writing, signed by the voting representative (or his alternate) of each of the Members (and, where appropriate, the representative of the Associate Members), shall be as valid and effective as if it had been passed at a meeting of the Members duly convened and held, and may consist of several documents in the like form, each signed by one or more Members.

10. ANNUAL GENERAL MEETING

10.1 An Annual General Meeting ("AGM") of the Members of the Grouping shall be held in every calendar year to receive and if approved to adopt a Statement of the Grouping's accounts up to the end of the preceding financial year.

10.2 A Notice convening the AGM shall be sent to Members not less than 14 days before the date of the meeting by the Secretary and such notice shall include but shall not be limited to the matters to be dealt with at the meeting.

11. ADJOURNMENT OF A MEETING

11.1 If the number of Members necessary to constitute a quorum at any meeting or AGM of the Grouping shall not be present within 30 minutes of the time fixed for the meeting or AGM the Chairman shall adjourn the meeting. If any such meeting is adjourned, notice of such adjournment must be sent to all Members at least 14 days in advance of the date to which the meeting is adjourned.

11.2 At any adjourned meeting or adjourned AGM of the Grouping the presence of voting representatives (or their alternates) of two Members shall constitute a quorum for the transaction of business at the meeting and decisions (other than decisions to amend this Constitution or which require unanimity) may be taken if supported by at least three

quarters of the number of Members present at the meeting.

12. MEMBERSHIP AND OTHER FEES

12.1 Membership fees payable by Members and by Associates in respect of each ACRISS Financial Year shall be fixed by the unanimous decision of the Members of the Grouping within the first 4 months of that year.

12.2 The Members may from time to time unanimously determine that additional fees shall be paid by the Members in order to meet the liabilities of the Grouping.

12.3 All membership fees are payable yearly in advance and are non-refundable. Fees shall be paid by Members and Associates within 30 days of receiving notice to pay or, if earlier, by the due date on the invoice.

12.4 The Grouping may charge other fees as fixed by the unanimous decision of the Members of the Grouping, such as subscription fees for the ACRISS car codes.

13. ELECTION OF MEMBERS

13.1 A new Member may be proposed by any existing Member. The existing Member shall give written notice to the Secretary of its proposal and the Secretary shall inform all Members of the proposal not less than 7 days before the date of the meeting at which the proposal is to be considered. Any decision to admit a new Member shall be taken unanimously by the Members of the Grouping.

14. RESIGNATION/TERMINATION

14.1 A Member desiring to resign from the Grouping shall give 3 months' notice in writing to the Secretary. An Associate desiring to terminate its associateship shall give one month's notice in writing to the Secretary.

14.2 Any Member of the Grouping or Associate shall automatically cease to be a Member or Associate (as the case may be) if being a company it:

14.2.1 enters into liquidation whether compulsorily or voluntarily otherwise than for the purposes of amalgamation or reconstruction and in such manner that the company resulting from such amalgamation or reconstruction shall (if a different legal entity) effectively agree to be bound by and assume the obligations of the Member contained in this Agreement; or

14.2.2 compounds with its creditors; or

14.2.3 has a Receiver or Manager appointed in respect of all or any significant part of its assets; or

14.2.4 is the subject of any proposal under Part 1 of the Insolvency Act 1986 for a composition in satisfaction of its debtors;

or being an individual it:

14.2.5 is the subject of a petition for a Bankruptcy Order; or

14.2.6 is the subject of an application for an Interim Order under Part VIII of the Insolvency Act 1986; or

being a partnership, it:

14.2.7 is dissolved or is the subject of an application or petition for dissolution; or

14.2.8 it undergoes any analogous act or proceeding under foreign law to any of the matters specified in this clause 14.2.

14.3 A departing Associate shall pay any outstanding subscriptions due but shall not be entitled to receive any payment on that Member's departure.

15. EXPULSION

15.1 The Grouping shall have power to expel any Member or Associate who shall fail to comply with its obligations under this Constitution or under any Code or Recommendation of the Grouping.

15.2 Before any Member or Associate is expelled, the Secretary or Chairman shall inform it in writing of the proposed grounds of expulsion.

15.3 No Member or Associate shall be expelled without first having a reasonable opportunity to remedy any failures to comply with its obligations under this Constitution or any Code or Recommendation of this Grouping (where such remedy is possible) or to answer the complaints made against it at a meeting of the Grouping called for that purpose of which 14 days' notice has been given to all Members and where applicable to the Associate in question.

16. LIABILITY

16.1 Members of the Grouping (but not Associates) have unlimited joint and several liability for its debts and other liabilities of whatever nature, but not including those arising out of the Grouping's activities before their admission as a Member.

16.2 The Members hereby authorise the Secretary and the Chairman or either of them to enter into any contract or incur any liability on behalf of the Grouping up to such financial limit per transaction as the Members shall from time to time determine. Above such financial limit, and up to such higher financial limit as the Members shall from time to time determine, the joint signatures of the Chairman and Secretary shall be necessary in order to enter into any contract or incur any liability on behalf of the Grouping. Above such higher financial limit, the prior authorisation of the Members shall be necessary in accordance with Clause 9 above.

16.3 The Members shall fully indemnify the Secretary and the Chairman against any claims, costs, damages, expenses, liabilities or losses incurred by them in their personal capacities in connection with their duties as Secretary and Chairman except where their negligence

or intentional misconduct is concerned, and any such claims etc. shall be deemed to be the joint and several liability of all the Members equally.

16.4 Any claims, costs, damages, expenses, liabilities or losses incurred by ACRISS in respect of the negligence or intentional misconduct of the Chairman in connection with the performance of his duties, shall be deemed to be the liability solely of the Member from whom that Chairman was appointed, and such Member shall fully indemnify the other Members in respect of such claims etc.

16.5 Any Member may be a party to or may be interested in any contract or agreement entered into by the Grouping and shall not be liable to account to the other Members in any way by reason of such interest, provided that such interest shall first have been disclosed by that Member and approved by decision or resolution of the other Members in accordance with the provisions of Clause 9 above. The interested Member shall not participate in such decision or resolution.

17. INTELLECTUAL PROPERTY RIGHTS

17.1 All intellectual property rights subsisting in or relating to any documents materials computer programs or other items produced by or on behalf of the Grouping shall belong to the Grouping.

17.2 Members (and Associates) shall be entitled during their membership (or associateship) to use only such of the intellectual property rights of the Grouping as the Grouping may decide on terms specified by the Grouping from time to time and shall do any acts and execute any documents requested by the Grouping for that purpose. In particular without limitation:

17.2.1 Members shall be entitled to use the designation "Principal Member of ACRISS UKEIG" on their business stationery and promotional material;

17.2.2 Members shall be entitled to use the ACRISS official logo to promote membership of ACRISS and as a seal of approval in regards to compliance with the ACRISS code of conduct;

17.2.3 Allied Associates shall be entitled to use the designation "Allied Associate of ACRISS UKEIG" on their business stationery and promotional material;

17.2.4 Honorary Associates shall be entitled to use the designation "Honorary Associate of ACRISS UKEIG" on their business stationery and promotional material,

in each case subject to any terms notified by the Grouping from time to time. On termination of membership or associateship for any reason, all entitlement to use any intellectual property rights of the Grouping cease at once.

18. DISSOLUTION

18.1 If the Members shall resolve to wind-up and dissolve the Grouping the net assets of the Grouping shall be divided equally among the Members (at the time the Resolution is made).

SCHEDULE 1

Official Address

The official address of ACRISS UKEIG is:

C/O Kreston Reeves LLP
2nd Floor
168 Shoreditch High Street
London E1 6RA

Tel: +44 (0)7807 386366
E-mail: Secretariat@acriss.org

SCHEDULE 2

Members' details

Name:	Avis Budget EMEA Ltd
Business name:	AVIS BUDGET GROUP
Legal form:	Limited Company
Registered office/ permanent address:	Avis Budget House Park Road Bracknell Berkshire RG12 2EW United Kingdom
Registered number:	03311438
Place of registration:	U.K

Name:	Europcar International S.A.S.U.
Business name:	Europcar Mobility Group
Legal form:	Société par Actions Simplifiee Unipersonnelle
Registered office/ permanent address:	13 Ter Boulevard Berthier, 75017 Paris, FRANCE
Registered number:	542065305
Place of registration:	France

Name:	Hertz Europe Limited
Business name:	Hertz
Legal form:	Limited Company
Registered office/ permanent address:	Hertz House 11 Vine Street Uxbridge Middlesex UB8 1QE United Kingdom
Registered number:	01008739
Place of registration:	U.K

Name:	Enterprise Rent-a-Car UK Holdings Limited
Business name:	Enterprise Holdings
Legal form:	Limited Company
Registered office/ permanent address:	Enterprise House Vicarage Road Egham Surrey TW20 9FB United Kingdom
Registered number:	02942648
Place of registration:	U.K

SCHEDULE 3

The ACRISS Codes

1. Code of Conduct.
2. Car Classification Code.
3. Special Equipment Code & Ancillaries
4. Location codes