

Terms and Conditions – Supercar Day and Weekend Hire.

1 Definitions

- 1.1 Incentivee: the person who is receiving the incentive
- 1.2 Incentive: the product supplied to the incentivee by é25 Corporate
- 1.3 é25 Corporate: The company écurie25 Ltd, a member of its staff, or any company working as a supplier to or on behalf of é25 Corporate.

2. Driving Restrictions

- 2.1. The driver must be over 25 (30 on certain cars) and under 65 years of age.
- 2.2. The driver must have held a full UK driving license for at least three years (five years on certain cars)
- 2.3. The driver must not have been found guilty of any dishonesty offences in the last 5 years.
- 2.4. Certain license endorsements may not be accepted, please check when making your reservation.
- 2.5. Only the incentivee may drive the vehicle.
- 2.6. All weekday hires include 100 free miles per day. All weekend hires include 300 miles per weekend.
- 2.7. Excess mileage charges will be incurred if the car travels more than the agreed free mileage for the rental period. Excess mileage is charged at £5 per mile.
- 2.8. Vehicles must not leave mainland Britain.

3. Insurance

- 3.1. Use of any é25 Corporate car is subject to the terms of é25 Corporate's insurance. The terms and conditions of é25 Corporate's insurance from time to time in force are deemed to be incorporated into these rules. Details of cover are available from é25 Corporate upon request. The Incentivee shall not use or allow the car to be used for any uninsured purpose. In particular the following activities are not insured and are strictly prohibited:
 - 3.1.1. Participation in any race, rally, trial, track day, treasure hunt or other type of competition whether timed or otherwise.
 - 3.1.2. Participation in any organized road event such as but not limited to Canon Ball Run, Gumball Rally, Euro Hoon.
 - 3.1.3. To tow any trailer or other object.
 - 3.1.4. To carry any passengers or cargo for remuneration.
 - 3.1.5. For any use other than personal domestic and social use, and driving to and from the work place.
 - 3.1.6. If the driver is on medical treatment or under the influence of drugs and alcohol or any substance which may affect the Driver's perception or reactions.
 - 3.1.7. To allow the car to be driven or controlled by any other person other than the incentivee.

- 3.1.8. To allow the car to be used in any area prohibited or restricted by any body with competent jurisdiction or on roads or paths which have not been adopted by the local council.
- 3.1.9. Use the car in a manner which would exceed the manufacturer's specification or recommended safety level for the é25 Corporate car in question. Manufacturer specifications for each é25 Corporate car are available upon request.
- 3.1.10. Use the car on the Nurburgring Nordschleife or any other road which is commonly used for racing purposes.

3.2. Where there is a breach of paragraph 3.1 above or where insurance is voided by the acts or omissions of the incentivee, then the incentivee shall be personally liable to pay the full cost of any repair or replacement for any damage or loss suffered to the é25 Corporate car, and in addition any other costs, expenses or compensation that may arise either directly or indirectly from using the car in an uninsured manner.

3.3. In the event of any insurance claim being made, the incentivee shall be liable for the insurance excess. The insurance excess is as follows:

Car Group	Standard Excess	CDW (A)	CDW (B)
Group 1	£3,500	£1,750	£500
Group 2	£2,500	£1,250	£500

- 3.4. The incentivee will co-operate fully and truthfully with é25 Corporate and é25 Corporate's insurers in the event that any insurance claim or legal proceedings are commenced.
- 3.5. Any accident loss damage or theft of or from any é25 Corporate car must be immediately reported to the police and to é25 Corporate within 24 hours.
- 3.6. For the purposes of security, observance of the conditions of hire, breakdown and other purposes é25 Corporate cars may be fitted with tracking and/or logging devices which record certain parameters during a incentivee's use of the é25 Corporate car.

4. Damage and or Loss Deposit

- 4.1. The incentivee must supply a credit card security/damage deposit before delivery of the car is commenced. The value of this ranges from £500 and £3,500 depending on the vehicle being hired. This can be paid by credit card and is refundable upon return of the vehicle in satisfactory condition.
- 4.2. Liability for each and every incident involving any damage to, or loss of the vehicle, and/or damage or loss of any 3rd party vehicle or property during the rental period depends on the insurance excess for that vehicle.
- 4.3. Any damage to the vehicle or other costs accrued as a result of the incentivee's actions during the period in which the car has been signed over to the incentivee will be deducted from this deposit.
- 4.4. In the event of damage or failure of an é25 Corporate car the incentivee must not continue to use the car if doing so may cause further damage.
- 4.5. In the event of damage or failure of an é25 Corporate car, the incentivee must not abandon the car without adequate provision for safeguarding and securing the vehicle.

4.6. Due to the high speed rating of é25 Corporate car tyres, the tyres cannot be safely repaired. In the case where a incentivee experiences a puncture in an é25 Corporate car, the affected tyre must be replaced. The incentivee must contact é25 Corporate who will arrange for a replacement tyre to be fitted. Costs for the replacement tyre will be charged to the incentivee.

5. Collections and Deliveries

- 5.1. Incentives include delivery to and collection from the company office as agreed at the time of setting up the incentive scheme. Other delivery and collection locations may be possible, but may carry an additional charge.
- 5.2. The incentivee will be required to sign a document which will confirm the condition of the car and that the car is without apparent defect unless otherwise stated. The incentivee agrees to return the car (and all ancillaries) in the same condition at the location, time and date agreed previously with é25 Corporate. Any discrepancies or damage or loss will be charged to the incentivee.
- 5.3. Delivery staff must hand over cars in person to the incentivee. If this is not possible, the car will be returned to é25 Corporate headquarters. The incentivee will be responsible for any costs accrued as a result of the failed delivery.
- 5.4. Where the collection or delivery of a car is made in any congestion charging zone then any resulting congestion charge that arises will be added to the incentivees invoice. Where a car is returned to é25 Corporate inside any congestion charge zone then the incentivee must allow at least 2 hours for é25 Corporate staff to reasonably exit the congestion charge zone before the zone becomes active, or the incentivee will be charged for the congestion charge.

6. Cancellation and Late Returns

- 6.1. Cars cannot be cancelled once booked.
- 6.2. No refunds are available in the event of the hire being terminated early.
- 6.3. Vehicles returned later than the time stated on the rental agreement may be charged for an extra day.
- 6.4. é25 Corporate reserves the right to demand the return of a car at any time.

7. Petrol and Levels

- 7.1. The cost of petrol or diesel is not included in the hire charge.
- 7.2. The Incentivee must use the correct 97 or 98 or 99 RON fuel when a refuelling petrol cars. Diesel cars may use any diesel fuel.
- 7.3. Vehicles should be returned with a quantity of fuel similar to the level when the car was handed over.
- 7.4. Any petrol or diesel required to refill cars to this level will be charged at the forecourt rate plus an administration charge of £25 + VAT.

- 7.5. The incentivee must ensure the correct level of engine oil; screen wash, power steering fluid, brake fluid, clutch fluid and all other vital fluids are maintained throughout their use of an é25 Corporate car.
- 7.6. The incentivee must use é25 Corporate cars in accordance with the guidance given by the relevant manufacturers and ensure car tyres are kept inflated to manufacturer's specified levels.

8. Conduct

- 8.1. é25 Corporate charge an administration charge of £150 + VAT for the processing of any traffic or other violations incurred during the hire period.
- 8.2. Any fines or vehicle-recovery charges will be payable by the incentivee.
- 8.3. Every effort will be made to provide the vehicle chosen. However, we reserve the right to offer a similar vehicle as an alternative.
- 8.4. Whenever they are in possession or control of any é25 Corporate cars, the incentivee is required to take good care of the car and ensure that it is securely locked, alarmed and immobilized and kept in a safe place when not in use.
- 8.5. Any behaviour in any é25 Corporate car which may bring the good name and reputation of é25 Corporate into disrepute is prohibited.
- 8.6. é25 Corporate is not responsible for the loss or damage caused to personal belongings kept or left in the cars.
- 8.7. The incentivee shall on request tell é25 Corporate staff where they plan to take a car, and/or where it has been.
- 8.8. é25 Corporate shall not be responsible to the maximum extent allowed in law for any loss, damage or injury suffered by the incentivee or any passenger accompanying the incentivee in any é25 Corporate car save where there is gross negligence on the part of é25 Corporate. For the avoidance of doubt, this provision shall not apply to any issues relating to personal injury or death.
- 8.9. é25 Corporate reserves the right to complete credit checks, driving licence checks, insurance history checks, previous driving experience checks and other checks to ensure the risk profile of a incentivee is as stated by the incentivee at the time of booking a car. In the case of any aspect of a incentivee's history being incorrectly stated by a incentivee é25 Corporate reserves the right to terminate a current hire, and or refuse that incentivee any future hires.
- 8.10. Upon termination of a hire, all é25 Corporate cars or é25 Corporate property must be returned to é25 Corporate immediately. Failure to observe and perform the foregoing will entitle é25 Corporate to take steps to repossess any cars in the incentivees possession and where required to enter onto any incentivees private property for the purpose of repossessing a car. é25 Corporate reserves the right to charge the incentivee any costs and expenses associated with any repossession action taken.

9. General

- 9.1. é25 Corporate reserves the right to temporarily, or permanently remove cars from the fleet without prior warning for the purpose of service, repair, marketing, advertising, promotion, or any other reason.
- 9.2. é25 Corporate reserves the right to amend these rules of hire at any time without prior notice.
- 9.3. The incentivee shall not be entitled to assign his/her right or obligations under this hire agreement.
- 9.4. é25 Corporate shall be entitled to assign its rights and/or obligations under this hire agreement to any of its associated or affiliated businesses.
- 9.5. A person who is not a party to this hire agreement shall not have the right to enforce any term or terms of this agreement pursuant to the Contract (Rights of Third Parties) Act 1999.
- 9.6. These terms of hire shall at all times be governed and construed in accordance with English law and subject to the exclusive jurisdiction of the English Courts.

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