

Terms and Conditions – écurie25 – Supercar Club Membership.

In consideration of écurie25 providing the cars to the member, the member agrees to comply with the rules of membership and agrees that he/she as an individual is responsible for such compliance.

1. Definitions

“business day” means any day when a major clearing Bank is open for business save for Saturdays, Sundays, Bank Holidays and public holidays

“écurie25 cars” means any vehicle from time to time offered for members’ use on the écurie25 fleet and the expression “car” or “cars” shall be construed accordingly

2. Booking écurie25 cars.

- 2.1 écurie25 cars may be booked up to one calendar month in advance. In any membership year, members are entitled on a number of occasions to book a specific car more than a calendar month in advance (wildcard bookings). The number wildcards a member can use is controlled by their membership option:

Membership option	Number of wildcards in membership period
300 points	2
400 points	2
500 points	3
600 points	4

- 2.2 To cancel a booking, the member must give written notice to écurie25 during the hours of 9.00am – 5.00pm on a business day. Notice given outside of these hours will be deemed to have been given to écurie25 at the beginning of the next following business day.
- 2.3 Bookings cannot be cancelled within 48 hours of the start of the booking. If sufficient notice is not given, points may be deducted whether the car is used by the member or not.
- 2.4 écurie25 cars may, subject to availability and available points be booked for a maximum continuous period of two weeks in any one booking.

- 2.5 Members redeem their points for use of a car for an écurie25 day. The écurie25 day will be as follows for each category of car:

Category	Earliest Collection	Latest Return
é1	11:00	9:00
é2	13:00	11:00
é3	15:00	13:00
é4	16:00	14:00

- 2.6 écurie25 will use all reasonable endeavours to ensure the cars are ready at the allocated time booked subject always to events which are beyond the reasonable control of écurie25.
- 2.7 In the event that a car is unavailable, écurie25 will, subject to availability, endeavour to offer a suitable replacement. If a suitable replacement vehicle is not available, écurie25's whole liability is limited to refunding the member's points for the booking in question.
- 2.8 Member's points are only valid for the membership period in which they were allocated. Unused points cannot be carried forward unless the member renews their membership in which case 50% of the unused points may be carried forward for use. Where a fraction would arise, écurie25 reserves the right to round up the points carried forward so that there are only whole points carried forward.
- 2.9 Member's mileage allowance is only valid for the membership period in which they were allocated. Unused mileage allowance cannot be carried forward under any circumstances.
- 2.10 Member's mileage and/or points cannot be transferred to another member.

3. Collection & Delivery

- 3.1 All members 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 member agrees to return the car (and all ancillaries) in the same condition at the location, time and date agreed previously with écurie25. Any discrepancies or damage or loss caused during the period between when a car was signed out to a member, and signed back in from a member will be charged to the member in question.
- 3.2 écurie25 cars leave the écurie25 headquarters with a full tank of fuel. Members should ensure that the car is returned with a full tank of fuel. Cars which are returned without a full tank of fuel will be fuelled by écurie25 and the costs charged to the member in question. Fuel will be charged at market value plus an administration charge as described in paragraph 5.7.
- 3.3. Subject to prior consent members may leave their own cars at écurie25 headquarters when using écurie25 cars. The members' cars and contents are left

at the members' own risks. écurie25 will not be liable for any theft or damage that occurs to member's car whilst it is left at écurie25 headquarters.

- 3.4 In the event that a member requests an écurie25 car be delivered to, or collected from a certain address, écurie25 will use reasonable endeavours to ensure the request is completed by the requested time, however no guarantees are given.
- 3.5 Where an écurie25 car is parked awaiting collection by écurie25, members are responsible for paying parking costs until the car is handed over to a member of écurie25 staff. Any parking fine accrued in this period will be added to a member's monthly invoice.
- 3.6 Time taken for delivery or collection of an écurie25 car to a certain address will be part of the écurie25 day. For the avoidance of doubt, a car cannot leave écurie25 headquarters before the earliest collection time for that car, and must be back at écurie25 headquarters before the latest return time.
- 3.7 Any mileage completed for the purpose of delivery or collection by écurie25 staff will count towards a member's mileage allowance.
- 3.8 Any fuel used for the purpose of delivery or collection by écurie25 staff will be charged to a member on their monthly invoice. No administration fee is applicable for fuel added during a delivery or collection.
- 3.9 écurie25 delivery staff must hand over cars in person to a member and a member must show their membership card. If this is not possible, the car will be returned to écurie25 headquarters. Members will be liable for any costs accrued and no points or mileage refunds will be given.
- 3.10 Where the collection or delivery of any écurie25 car is made in any congestion charging zone then any resulting congestion charge that arises will be added to a member's monthly invoice. Where a car is handed to écurie25 staff inside any congestion charge zone then the member must allow at least 2 hours for écurie25 staff to reasonably exit the congestion charge zone before the zone becomes active, otherwise the member will be charged for the cost of entering the congestion charge zone.
- 3.11 Any member who returns a car late will be charged at double the normal point's rate per day or part of day beyond the agreed return time. Persistent late return of the cars may lead to suspension or expulsion from écurie25 as the directors of écurie25 shall in their absolute discretion deem fit. In the case where a member has insufficient points to cover the late return of the car, écurie25 reserves the right to charge that member's credit or debit card with an amount equal to the monetary value of the points fine.
- 3.12 écurie25 reserves the right, acting reasonably, to demand the return of a car at any time on reasonable grounds.

4. Use of écurie25 cars

- 4.1 écurie25 vehicles must not be taken outside of England, Wales and Scotland without the prior written consent of an écurie25 director.
- 4.2 Members must use the correct 97 or 98 or 99 RON fuel when a refuelling petrol cars. Diesel cars may use any diesel fuel.

- 4.3 Members 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 écurie25 car. In addition, écurie25 will check and adjust (as necessary) the levels of the fluids mentioned above prior to collection or delivery of the car to the member.
- 4.4 Members must use écurie25 cars in accordance with the guidance given by the relevant manufacturers and ensure car tyres are kept inflated to manufacturer's specified levels.
- 4.5 Members are at all times responsible for any fines, penalties, tolls, charges, or other costs they incur with the car. Members must upon demand supply écurie25 with a copy of any parking or traffic violation notice(s).
- 4.6 Members must not exceed their mileage allowance:
- 300 points: 2,000 miles
 - 400 points: 2,750 miles
 - 500 points: 3,500 miles
 - 600 points: 4,500 miles
- Members who exceed their mileage allowance will be charged at a rate of £5 for each mile they complete over and above their mileage allowance.
- 4.7 Members (and where applicable and subject to prior written approval by écurie25 their nominated partner) may only use one écurie25 car at any given time. The member agrees to be responsible and liable for the acts and omissions of their nominated partner.
- 4.8 Whenever they are in possession or control of any écurie25 cars, members are required to take good care of the cars and ensure that they are securely locked, alarmed and immobilized and kept in a safe place when not in use.
- 4.9 For the convenience of members, smoking is prohibited at all times in any écurie25 car.
- 4.10 Any behaviour in any écurie25 car which may bring the good name and reputation of écurie25 into disrepute is prohibited.
- 4.11 Members are reminded that écurie25 is not responsible for the loss or damage caused to personal belongings kept or left in the cars.
- 4.12 écurie25 shall not be responsible to the maximum extent allowed in law for any loss, damage or injury suffered by any member or member's nominated partner or any passenger accompanying the member or the member's nominated partner in any écurie25 car save where there is gross negligence on the part of écurie25. For the avoidance of doubt, this provision shall not apply to any issues relating to personal injury or death.
- 4.13 In the event of damage or failure of an écurie25 car members must not continue to use the car if doing so may cause further damage.
- 4.14 In the event of damage or failure of an écurie25 car, members must not abandon the car without adequate provision for safeguarding and securing the vehicle.

- 4.15 For the purposes of security, observance of the Rules of Membership, breakdown and other purposes écurie25 cars may be fitted with tracking and/or logging devices which record certain parameters during a members use of the écurie25 car.
- 4.16 Members may only use écurie25 cars during the week day period for a cumulative maximum of 50 days. Once this maximum has been reached members may only redeem outstanding points on weekend bookings.
- 4.17 Members may only use a cumulative total of 40% of their mileage allowance in any one car.
- 4.18 Due to the high speed rating of écurie25 car tyres, the tyres cannot be safely repaired. In the case where a member experiences a puncture in an écurie25 car, the affected tyre must be replaced. The member must contact écurie25 who will arrange for a replacement tyre to be fitted. Provided that the car tyres tread depth at the time of collection or delivery to the member are greater than 2.5mm, costs for the replacement tyre will be added to the member's account, otherwise écurie25 will bear the cost of such replacement tyre.
- 4.19 Congestion charge for écurie25 cars is centrally managed. If a member drives an écurie25 car into a congestion charge zone in London, the congestion charge will automatically be paid by écurie25. The cost of the charge will then be added to the member's monthly account.

5. Insurance

- 5.1 Use of any ecurie25 car is subject to the terms of ecurie25's insurance. The terms and conditions of ecurie25's insurance from time to time on force are deemed to be incorporated into these rules. Details of cover are available from écurie25. Members 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:
 - 5.1.1 Participation in any race, rally, trial, track day, treasure hunt or other type of competition whether timed or otherwise.
 - 5.1.2 Participation in any organized road event such as but not limited to Canon Ball Run, Gumball Rally, Euro Hoon.
 - 5.1.3 To tow any trailer or other object
 - 5.1.4 To carry any passengers or cargo for remuneration
 - 5.1.5 For any use other than personal domestic and social use
 - 5.1.6. 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
 - 5.1.7 To allow the car to be driven or controlled by any other person other than the member or their nominated partner (as approved in writing by écurie25)
 - 5.1.8 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

5.1.9 Use the car in a manner which would exceed the manufacturer's specification or recommended safety level for the écurie25 car in question. Manufacturer specifications for each écurie25 car are available upon request.

5.1.10 Use the car on the Nurburgring Nordschleife or any other road which is commonly used for racing purposes.

5.2 Where there is a breach of paragraph 5.1 above or where insurance is voided by the acts or omissions of the member, then that member shall be personally liable to pay the full cost of any repair or replacement for any damage or loss suffered to the écurie25 car, and in addition any other costs, expenses or compensation that may arise either directly or indirectly from using the car uninsured.

5.3 In the event of any insurance claim being made, the member in question shall be liable for the insurance excess which is as follows:

For é1 cars £5,000

For é2 cars £4,500

For é3 cars £4,000

For é4 cars £3,000

5.4 Members will co-operate fully and truthfully with écurie25 and écurie25's insurers in the event that any insurance claim or legal proceedings are commenced

5.5 Any accident loss damage or theft of or from any écurie25 car must be immediately reported to the police and to écurie25 within 24 hours

5.6 Members hereby confirm that écurie25 is irrevocably authorised to deduct such amounts from the member's credit or debit card for any costs or expenses incurred by the member in relation to their possession, control or use of any écurie25 cars or where the member is in breach of these Rules of Membership, including (without limitation):

5.6.1 fuel costs;

5.6.2 repair costs (labour, parts and materials and vat);

5.6.3 parking fines and penalties;

5.6.4 speeding fines and penalties;

5.6.5 delivery and collection charges;

5.6.6 congestion-type charges and penalties;

5.6.7 insurance excesses;

5.6.8 additional mileage charges;

5.6.9 the theft, damage or loss of any parts from écurie25 cars;

5.6.10 costs and expenses of collecting or repossessing any écurie25 car; and

5.6.11 administration charges (see 5.7)

In the case of écurie25 being unable to deduct costs from a members credit or debit card, interest will be charged on any overdue amounts at the rate of 5% above the base rate of Barclays Bank Plc from time to time in force from the due payment date to the date of receipt of payment.

5.7 écurie25 administration charge on accrued costs will be charged at a rate of 10% of the value of any cost accrued with a minimum of £20 (plus VAT), except in the case where a insurance claim is required, in which case the total maximum accrued for that event is equal to the excess.

6. Conduct

- 6.1 Members shall pay such joining and membership fees in a timely fashion in accordance with their membership option. Failure to do so may result in interest being charged on any overdue amounts at the rate of 5% above the base rate of Barclays Bank Plc from time to time in force from the due payment date to the date of receipt of payment and/or suspension of membership as écurie25 decides fit.
- 6.2 Members shall ensure that throughout the period of membership that they notify écurie25 in writing of:-
- 6.2.1 any change in address or contact details within seven days of the change, or before they next use an écurie25 car, whichever is sooner;
 - 6.2.2 any road traffic accident or insurance claim irrespective of blame during the period of their membership whether committed in écurie25 cars or not, within seven days of the change, or before they next use an écurie25 car, whichever is sooner;
 - 6.2.3 any road traffic offence whether committed in écurie25 cars or not within seven days of the change, or before they next use an écurie25 car, whichever is sooner; and
 - 6.2.4 any changes to their driving licence status, within seven days of the change, or before they next use an écurie25 car, whichever is sooner.
- 6.3 Members who pay by instalments hereby irrevocably confirm that such instalments or other amounts due to écurie25 may be made from the member's nominated bank account until such time as membership is terminated.
- 6.4 Members shall on request tell écurie25 staff where they plan to take a car, and/or where it has been.

7. Duration of Membership

- 7.1 Membership lasts until:
- 7.1.1 all points are redeemed;
 - 7.1.2 the mileage allowance is exhausted;
 - 7.1.3 the period of 12 months is complete;
- whichever is the earlier. Membership can be terminated by giving écurie25 30 days written notice. No refunds will be given for any unredeemed points or mileage.

8. Termination

- 8.1 Membership can be terminated by giving écurie25 30 days written notice. No refunds will be given for any unredeemed points or mileage.
- 8.2 In the case of any member being in breach of these Rules of Membership or acting in any manner inconsistent with the good reputation of écurie25 then écurie25 may in its absolute discretion terminate the membership of a member forthwith. Such member shall not be entitled to any compensation or refund whatsoever.

- 8.3 Where a member is banned from driving or convicted of dangerous driving or is ordered to serve a custodial sentence for any criminal offence or has a claims history which écurie25's insurers are unwilling to accept then écurie25 reserves the right to terminate the membership of that member.
- 8.4 écurie25 reserves the right at any time during membership to complete credit checks, driving licence checks, insurance history checks, previous driving experience checks and other checks to ensure the risk profile of a member is as stated by the member at the time of membership, or is as the latest update a member has given to écurie25. In the case of any aspect of a member's history being incorrectly stated by a member écurie25 reserves the right to take action up to and including terminating a member's membership without any refund or compensation whatsoever.
- 8.5 écurie25 reserves the right to terminate a membership following a theft or serious damage to an écurie25 car, which écurie25 believes to be the responsibility of the member or due to the members negligence, without any refund or compensation whatsoever.
- 8.6 Upon termination, all écurie25 cars or écurie25 property must be returned to écurie25 immediately. Failure to observe and perform the foregoing will entitle écurie25 to take steps to repossess any cars in the ex-member's possession and where required to enter onto any ex-member's private property for the purpose of repossessing a car. écurie25 reserves the right to re-charge the ex-member any costs and expenses associated with any repossession action taken.

9. General

- 9.1 écurie25 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 For the avoidance of doubt, the écurie25 club is a membership scheme and not an ownership scheme. Members have no rights of ownership to the écurie25 fleet at any time.
- 9.3 écurie25 reserves the right to amend these rules of membership at any time without prior notice.
- 9.4 The member shall not be entitled to assign his/her right or obligations under this membership agreement
- 9.5 écurie25 shall be entitled to assign its rights and/or obligations under this membership agreement to any of its associated or affiliated businesses.
- 9.6 A person who is not a party to this membership 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
- 9.7 These terms of membership 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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