

F1 Leisure Limited. Terms & Conditions

1) This Agreement

In This Agreement the following words and expressions shall be deemed to have the following meanings:

"us", "we" or "our": F1 Leisure Limited; "you" or "your": the hirer of the Vehicle who shall be the person who signs this Agreement; "Additional Driver(s)": additional driver(s) we agree to accept and as set out in the Booking Form or as we may otherwise expressly agree; "Additional Driver(s) Fee": the fee payable for any Additional Driver(s) which will be advised to you and/or stated in the Booking Form; "Additional Mileage Charge": the charge payable for mileage in excess of the Mileage Allowance which shall be as set out in our Hire Tariff; "Agreement": the agreement set out herein which shall comprise the entire agreement between us and you; "Booking Form": the booking form for the Vehicle which shall form part of this Agreement; "Day": each period of twenty four (24) hours commencing from the start of the Rental Period; "Delivery Charges": charges for delivery and collection of the Vehicle; "Deposit": 25% of the Rental Fee or such other amount as we require to book the hire of the Vehicle; "Excess Period": any period after the Rental Period during which the Vehicle has not been returned to us; "Excess Period Fee": the fee payable by you for any Excess Period which for each Day or part Day of the Excess Period shall be the daily rate for the Vehicle as set out in our Hire Tariff +50%; "Hire Tariff": our list of standard charges as amended from time to time, copies of which may be obtained from us; "includes": shall not be deemed to be exhaustive; "Mileage Allowance" means the mileage allowance for the Rental Period as stated in the Booking Form or where not so stated as set out in the Hire Tariff; "Refuelling Charge": the charge payable where the Vehicle is not fully fuelled when returned to us which will be based on the current cost per litre of the fuel required to refill the Vehicle plus an administration fee of £50; "Rental Fee": the fee for the hire of the Vehicle as set out in the Booking Form; "Rental Period": the period when the Vehicle is on hire to you as set out in the Booking Form (the minimum Rental Period is one Day and the maximum Rental Period is thirty Days); "Risk Charge": charges payable where your hire falls outside our standard risk criteria; "Security bond": the security deposit for the Vehicle as stated in the Booking Form; "Vehicle" the vehicle you are hiring as set out in the Booking Form and all items we supply with it.

Changes to this Agreement will not be valid unless they are agreed in writing by us.

2) Rental Period & Excess Period Fee

In consideration for your having use of the Vehicle during the Rental Period you agree to pay the Rental Fee and other amounts set out in Agreement. The Rental Period shall be stated in the Booking Form. Subject to payment of appropriate additional Rental Fees we may agree to extend the Rental Period to a maximum of thirty (30) Days.

In the event that you fail to return the Vehicle to us by the conclusion of the Rental Period we shall be entitled to charge you the Excess Period Fee for every Day or part Day during which you have not returned the Vehicle.

3) Your Responsibilities & Indemnities

You will pay to us no later than 21 days before the start of the Rental Period all amounts due to us under this Agreement at that time including any Deposits required, any Delivery Charges, the Security Bond, the Rental Fee (less any Deposit previously paid), any applicable Additional Driver Fee, Risk Charge and any applicable VAT. Where your booking is made less than 21 days before the start of the Rental Period all amounts due must be paid at the time of booking.

You must provide us with a valid passport, 2 utility bills (not more than 3 months' old) and a current driving licence for you and each Additional Driver prior to commencement of the Rental Period and in sufficient time for us to verify them.

The Rental Period will not commence until we have received all payments due in cleared funds together with the identity documents specified above and the Rental Period may not be extended where the same are not received until after the hire start time stated on the Booking Form.

The following conditions must be strictly complied with throughout the Rental Period: (1) You and any Authorised Driver must have a full and valid British driving licence; (2) You must at all times during the Rental Period and during any Excess Period take all reasonable care of the Vehicle and the keys to it; (3) When not using the Vehicle you must ensure that it is fully locked and secured and that all of its security devices are activated; (4) You must secure the Vehicle against bad weather; (5) You must always use the correct fuel for the Vehicle and if you are in any doubt about which fuel to use, please call us; (6) You must not sell, rent, dispose of or give anyone any legal rights over the Vehicle or any of its parts or accessories; (7) You must let us know as soon as you become aware of a fault in the Vehicle.

You are liable to and agree to indemnify us for any damage you cause to or with to the Vehicle during the Rental Period and Excess Period however arising. You must not let anyone carry out any maintenance or repair to the Vehicle without our written permission. We will only give you a refund for maintenance of or repair to the Vehicle if you have a receipt for the work done, that work has been authorised prior to commencement and we have agreed refund you. We reserve the right to correct any unauthorised repairs or maintenance and recover the costs of doing so from you.

You will be liable to and agree to indemnify us for any costs (excluding our normal maintenance costs but including loss of revenue) we may incur in returning the Vehicle to the condition it was in when the Rental Period commenced.

You agree that you will be personally liable for and will indemnify us in respect of all amounts payable under this Agreement even if the Rental Fee and/or other charges are to be paid by someone else.

4) Use of the Vehicle - Restrictions

You must not allow the Vehicle to be driven by anyone apart from you and any Authorised Driver or allow it to be used: (1) for hire or reward; (2) for any illegal purpose; (3) for racing, pacemaking or other competitive use or for testing the vehicle's reliability, performance or speed; (4) for teaching someone to drive; or (5) by anyone under the influence of alcohol or drugs.

The Vehicle must not be loaded or otherwise used beyond the manufacturer's recommended limits and the Vehicle must not be used for towing.

We reserve the right to activate an automatic engine immobiliser if we believe that the Vehicle may be used in breach of this Agreement. In the event that we do so you will be liable to pay a reactivation fee (which includes charges we incur and our reasonable costs, including administration costs).

5) Smoking

Smoking in the Vehicle is strictly prohibited.

We reserve the right to charge you a fee (to cover our reasonable valeting, administration and other costs, which may include loss of revenue) in the event that you breach this Clause 5. In addition, we will also charge a fee to cover our reasonable costs in the event that the Vehicle suffers any cigarette burns or similar damage. In both cases, the fee charged may be a substantial amount.

6) Your Warranty to Us

Our entry into this Agreement is conditional upon your continuing warranty to us that throughout the Rental Period and any Excess Period you and any Additional Driver: (1) hold a full and valid driver's licence and have done so for at least 3 years; (2) are not suffering from any uncorrected impairment or condition that may hamper your ability to drive high performance vehicles; (3) have the necessary skill and ability to drive the Vehicle safely; (4) have not in the last 5 years been found guilty of any motoring offence resulting in imprisonment or a driving ban or of any offence involving dishonesty; (5) do not have more than 6 points on your driving licence; (6) will not take the Vehicle outside England, Scotland or Wales unless we expressly agree to this and if we so agree will fully comply with any conditions we may impose; (7) will fully comply with any insurer requirements advised to you; (8) are not less than twenty five (25) years old and not more than seventy (70) years old; and (9) will use the Vehicle strictly in accordance with this Agreement and will fully comply with its terms.

Without prejudice to any other right we may have we reserve the right to suspend or terminate this Agreement in the event of any actual or potential breach of the above continuing warranties.

7) Return of the Vehicle

You will return the Vehicle and items we supply with it to us in the same condition (as assessed by us) as it was in at the start of the Rental Period subject to an allowance for such fair wear and tear as would be incurred by normal and proper use of the Vehicle during the Rental Period. You must bring the Vehicle back to the place we agreed at the agreed time and the Rental Period (together with any Excess Period) will not end until a member of our staff has inspected the Vehicle. If we have agreed that you may return the Vehicle outside business hours, you acknowledge and agree that you will remain responsible for the Vehicle and its condition until it has been inspected by a member of our staff.

The Vehicle must be fully fuelled when returned and the Refuelling Charge will be payable by you if it is not.

It is your responsibility to ensure that you have not left any personal belongings in the Vehicle and we will not have any liability in connection with any of your property left in the Vehicle either during the Rental Period or subsequently.

Please note that if you leave your own car or other vehicle with us during the Rental Period this will be entirely at your own risk and we will not accept any liability for any loss or damage caused to it.

8) Our Warranties and Limits of Liability

We warrant to you that at the start of the Rental Period the Vehicle is roadworthy and suitable for renting.

In the event that the vehicle for which a Deposit was paid is unavailable during the dates for which you have reserved it we may at our option supply you with an alternative vehicle or refund to you all amounts paid to us.

Save in respect of death or personal injury caused by our negligence, in respect of any fraudulent misrepresentation by us in which case no limit shall apply, and as otherwise required by law, our entire liability to you howsoever arising shall not exceed the total amount we have received from you and in no event shall we be liable for any indirect or consequential losses howsoever caused even if you informed us of the same.

Save as may be permitted in law, nothing in this Clause 9 shall be deemed to affect or limit any of your statutory rights.

9) Charges & Costs

You will be required to pay the following charges: (A) the standard charges which include any Delivery Charge, any Additional Driver Fee, any Risk Charge; and the Rental Fee; and (B) any additional charges which may include (1) the Refuelling Charge which will be based on the current cost per litre of the fuel required to refill the Vehicle plus £50 admin fee; (2) the Additional Mileage Charge which will be charged on all mileage in excess of the Permitted Mileage

In addition you will be liable and agree to indemnify us for (C) any and all costs that may arise from your hire of the Vehicle including: (1) all tolls, congestion charges, fees, vehicle release costs, fines and court costs incurred in connection with your use of the Vehicle including for those arising from parking, traffic and other violations or offences; (2) the reasonable cost of repairing any damage to the Vehicle that occurs during the Rental Period

and any Excess Period save for damage that was noted on the Booking Form at the start of the Rental Period; (3) the reasonable cost of replacing the Vehicle if it is stolen or rendered unusable; (4) any costs we incur in recovering the Vehicle; (5) any other costs set out in this Agreement; and (6) the costs of any other losses including insurance excesses we may incur in consequence of your acts, errors or omissions that we have not recovered from our insurers,

If you fail to pay any of the foregoing when required we may take such steps as we consider appropriate and may recover from you any costs we incur including our legal and administrative costs. All amounts due are payable by you to us on demand and we reserve the right to charge you interest at a rate of 5% per above the base lending rate of HSBC from time to time on any outstanding amount from the date it falls due until the date of payment.

We shall be entitled to use the Security Bond and any other Deposit held by us to meet any amounts due to us from you, including the cost of any repairs or other losses we are entitled to recover from you and any insurance excess we may have to pay. We will only return any remaining balance of the Security Bond to you once all amounts due to us from you have been discharged.

10) Insurance.

We have arranged insurance for the Rental Period and you agree to fully comply with any and all requirements of our insurers which we have advised to you.

11) What To Do If You Have An Accident

If you have an accident you must not admit responsibility and must contact us immediately. You should get the names and addresses of everyone involved, including witnesses; should make the Vehicle secure and tell the police straight away if anyone is injured or if there is disagreement over who is responsible. You must then fill in our accident report form and send it to us.

12) Data Protection

You agree that we may retain and use any information you have given us: (1) to operate this Agreement; (2) to carry out our own market research; and (3) for our other legitimate business purposes. If you breach this Agreement we may provide information about you to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collectors and any other relevant organisation including the British Vehicle Rental and Leasing Association (BVRLA), who may pass the information on to its members as permitted by law.

All of our cars are fitted with tracking devices and we reserve the right to check on the location of the Vehicle at any time.

13) Termination of this Agreement

We may terminate this Agreement immediately if any order or arrangement in respect of debt is made by or against you or if you commit or are likely to commit any material breach of this Agreement (which may include a series of non-material breaches which together constitute a material breach). Any termination of this Agreement shall be without prejudice to any rights arising prior to such termination including our rights to receive payment from you.

16) Cancellation Charges

If you cancel a hire booking the following charges are payable for cancellation:

- 1) 0-14 days before hire: 100% of the Rental Fee due
- 2) 15-30 days before hire: 75% of the Rental Fee due
- 3) 31+ days before hire: 50% of the Rental Fee due
- 4.) All deposits paid and hire vouchers bought are non refundable.

17) Severance

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall be modified to the extent necessary to make it effective and enforceable or where such modification is not possible shall be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement which shall remain in full force and effect.

18) Governing Law

This Agreement shall be governed and construed in accordance with English law and you and we submit to the exclusive jurisdiction of the courts of England.

19) Price Promise

Where you can prove to our satisfaction that you can hire a car of the exact same make, model, specification, year and mileage (within 5,000miles) as the Vehicle and that car is available at the same dates and times as the Vehicle we will waive the Rental Fee for the Vehicle. However, charges will be made for delivery, insurance and mileage. The insurance charge will be on an individual basis and mileage charged at £3.50 per mile. A security bond of £5000 will also be required. Save for the variations set out in this Clause our usual terms and conditions (including in respect of any Excess Period) will apply in full to any period of free hire we grant to you.

We reserve the right to refuse any application for hire at our discretion.