



## TERMS AND CONDITIONS OF MEMBERSHIP

Welcome to Auto Vivendi. To ensure that our members receive maximum enjoyment from the Club, we have certain Terms & Conditions of Membership:

### 1. Booking Auto Vivendi Cars

- 1.1 Cars can be booked as far in advance or as last minute as required.
- 1.2 To cancel a booking, the member must give notice (written or via our online booking system) to Auto Vivendi.
- 1.3 The booked number of Annual Days of Car Use will not be refunded for bookings cancelled within 48 hours of the intended start date of a booking, unless agreed prior to the booking cancellation.
- 1.4 Members redeem their Annual Days of Car Use and Annual Mileage Allowance against use of cars from the Auto Vivendi collection. Weekday bookings (Monday to Thursday) are for a minimum of one day, from midday on the day of your booking to 10am the following day. Weekend bookings are for a minimum of three days, from midday on Friday to 10am on Monday. This are our minimum service guarantee, however we are flexible with times whenever possible.
- 1.5 When using Auto Vivendi cars, the number of days the car is booked for and the actual mileage used will simply be deducted from the members remaining balances of Annual Days of Car Use and Annual Mileage Allowance, respectively.
- 1.6 Auto Vivendi will endeavour to ensure the cars are ready at the allocated time booked subject always to events which are beyond the reasonable control of Auto Vivendi.
- 1.7 Members can book multiple cars for use at the same time should they wish. In these instances, the member will be charged for the days and mileage used in each car.

### 2. Car Handovers

- 2.1 Auto Vivendi cars leave the Auto Vivendi premises with a full tank of fuel.
- 2.2 Subject to prior consent, members may leave their own cars at the Auto Vivendi clubhouse when using Auto Vivendi cars. The members' cars and contents are left at the members' own risks. Auto Vivendi will not be liable for any theft or damage that occurs to member's car whilst it is left at the Auto Vivendi clubhouse.
- 2.3 In the event that a member requests an Auto Vivendi car be delivered to, or collected from a certain address, Auto Vivendi will use reasonable endeavours to ensure the request is completed by the requested time, however no guarantees are given. The cost of delivery and collection of cars for members will be recharged. Our current rate for delivering within the M25 and Greater Manchester is £36 + VAT (not including mileage or fuel). NB we can deliver cars anywhere within the UK and Europe and provide prices upon request.
- 2.4 Where an Auto Vivendi car is parked awaiting collection by Auto Vivendi, members are responsible for paying parking costs until the car is handed over to a member of Auto Vivendi staff. Any parking fines accrued in this period will be charged to the member.
- 2.5 The time taken for delivery or collection of an Auto Vivendi car to a certain address or Club Hub will be part of the Auto Vivendi day. That is, cars leave the Auto Vivendi clubhouse at 12pm and are due back to the clubhouse by 10am. Where possible we are flexible with these times, however these are our standard times, which ensures smooth operation of the Club.
- 2.6 Any mileage completed for the purpose of delivery or collection by Auto Vivendi staff will count towards a member's mileage on that booking.
- 2.7 Fuel used for the purpose of delivery or collection by Auto Vivendi staff will be charged to a member.
- 2.8 For Out of Town Memberships, cars will be delivered by covered transporter with a full tank of fuel.



2.9 For Club Hub Memberships, cars will be delivered to the Member's chosen Club Hub by covered transporter with a full tank of fuel.

2.10 Auto Vivendi delivery staff must hand over cars in person to a member, unless agreed otherwise in advance. If this is not possible, unless agreed in advance, the car will be returned to Auto Vivendi headquarters. Members will be liable for any costs accrued and no mileage refunds will be given.

2.11 Members are required to sign a document which confirms 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 Auto Vivendi. Any discrepancies or damage or loss will be charged to the member.

2.12 Where the collection or delivery of any Auto Vivendi car is made in any congestion charging zone then any resulting congestion charge that arises will be charged to the member.

2.13 Any member who returns a car over a day late will be charged double days of car use for each day or part of a day, beyond the agreed return date. Persistent late return of the cars may lead to suspension or expulsion from Auto Vivendi as the Directors of Auto Vivendi shall in their absolute discretion deem it.

2.14 Auto Vivendi reserves the right to demand the return of a car at any time.

### **3. Use of Auto Vivendi Cars**

3.1 Auto Vivendi vehicles must not be taken outside of England, Wales or Scotland without the prior written consent of an Auto Vivendi member or staff. Cars are insured for use anywhere within Europe, however additional documentation is required for cars traveling outside of mainland UK.

3.2 Members must use the correct 97, 98 or 99 RON fuel when a refuelling petrol cars. Diesel cars must use the highest grade diesel available.

3.3 Members must ensure that vital car fluids are maintained throughout their use of an Auto Vivendi car. If warning lights appear, the member should immediately contact a member of Auto Vivendi staff.

3.4 Members must use Auto Vivendi cars in accordance with the guidance given by the relevant manufacturers and ensure car tyres are kept inflated to manufacturer's specified levels.

3.5 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 Auto Vivendi with a copy of any parking or traffic violation notice(s).

3.6 Members who exceed their Annual Days of Car Use and/or Annual Mileage Allowance by way of using cars or completing a mileage in a car for which they do not have sufficient Annual Days Of Cars Use and/or Annual Mileage Allowance on their account will be charged for those additional days/miles at the pro-rata rate for their membership plan.

3.7 Whenever they are in possession or control of any Auto Vivendi cars, members are required to take good care of the cars and ensure that they are secure when not in use.

3.8 For the convenience of members, smoking/vaping and the carrying of pets is prohibited at all times in any Auto Vivendi car.

3.9 Any behaviour in any Auto Vivendi car which may bring the good name and reputation of Auto Vivendi into disrepute is prohibited.

3.10 Members are reminded that Auto Vivendi is not responsible for the loss or damage caused to personal belongings kept or left in the cars.

3.11 Auto Vivendi 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 Auto Vivendi car save where there is gross negligence on the part of Auto Vivendi.

3.12 In the event of damage or failure of an Auto Vivendi car members must not continue to use the car if doing



so may cause further damage.

3.13 In the event of damage or failure of an Auto Vivendi car, members must not abandon the car without adequate provision for safeguarding and securing the vehicle.

3.14 For the purposes of security, breakdown and other purposes Auto Vivendi cars may be fitted with tracking and/ or logging devices which record certain parameters during a members' use of the Auto Vivendi car.

3.15 Due to the high-speed rating of Auto Vivendi car tyres, the tyres cannot always be safely repaired. In the case where a member experiences a puncture in an Auto Vivendi car, the affected tyre must be replaced. The member must contact Auto Vivendi who will arrange for a replacement tyre to be fitted. Costs for the replacement tyre will be charged to the member.

3.16 Congestion charge for Auto Vivendi cars is centrally managed. If a member drives an Auto Vivendi car into a congestion charge zone, the congestion charge will automatically be paid by Auto Vivendi. The cost of the charge will then be recharged to the member.

#### **4. Insurance**

4.1 Use of any Auto Vivendi car is subject to the terms of Auto Vivendi's insurance. Details of cover are available from Auto Vivendi. Members shall not use or allow the car to be used for any uninsured purpose. Changes to the Members driving record may invalidate the insurance. Members must inform Auto Vivendi of any new driving convictions or any other criminal convictions as soon as possible after the conviction, which must be before the next car booking commences. In particular the following activities are not insured and are strictly prohibited, unless otherwise agreed in advance with Auto Vivendi:

4.1.1 Participation in any race, rally, trial, track, air field, treasure hunt or other type of competition or speed runs whether timed or otherwise;

4.1.2 Participation in any organised road event such as but not limited to Cannon Ball Run, Gumball Rally;

4.1.3 To tow any trailer or other object;

4.1.4 To carry any passengers or cargo for remuneration;

4.1.5 For any use other than personal domestic, social and normal use by the Member in the course of their business;

4.1.6. 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;

4.1.7 To allow the car to be driven or controlled by any other person other than the member;

4.1.8 To allow the car to be used in any area prohibited or restricted by anybody with competent jurisdiction or on roads or paths which have not been adopted by the local council;

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

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

4.2 Where there is a breach of paragraph 4.1 above or where insurance is voided by the acts or omissions of the member (including but not limited to the conduct described in 6), 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 Auto Vivendi car, and in addition any other costs, expenses or compensation that may arise either directly or indirectly from using the car uninsured.

4.3 In the event of any insurance claim being made, the member in question shall be liable for the insurance excess of £10,000. A £25,000 excess applies to members under 30 years of age.

4.4 Members will co-operate fully and truthfully with Auto Vivendi and Auto Vivendi's insurers in the event that



any insurance claim or legal proceedings are commenced.

4.5 Any accident loss damage or theft of or from any Auto Vivendi car must be immediately reported to the police and to Auto Vivendi within 24 hours.

## **5. Rechargeable Expenses**

5.1 Auto Vivendi recharge certain expenses to members in relation to costs incurred by members. These include but are not restricted to the following:

- 5.1.1 fuel costs;
- 5.1.2 repair costs (labour, parts, materials and administration costs);
- 5.1.3 parking fines and penalties;
- 5.1.4 speeding fines and penalties;
- 5.1.5 delivery and collection charges;
- 5.1.6 congestion-type charges and penalties);
- 5.1.7 insurance excesses;
- 5.1.8 additional day use and mileage charges;
- 5.1.9 the theft, damage or loss of any parts from Auto Vivendi cars;
- 5.1.10 costs and expenses of collecting or repossessing any Auto Vivendi car;
- 5.1.11 administration charges.

5.2 Auto Vivendi will invoice members for these costs and these invoices are payable upon receipt. Auto Vivendi reserves the right to charge interest on any over-due amounts at the rate of 5% above the base rate of National Westminster Bank plc from time to time in force from the due payment date to the date of receipt of payment.

5.3 Where a member adds an Additional Driver(s) to their membership, the main member retains overall responsibility for any costs incurred by their Additional Driver(s), including but not limited to any insurance excess that becomes payable, rechargeables and mileage surcharges.

## **6. Conduct**

6.1 Members shall pay joining and membership fees within 14 days of receiving an invoice from Auto Vivendi.

6.2 Members shall ensure that throughout the period of membership that they notify Auto Vivendi 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 Auto Vivendi 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 Auto Vivendi cars or not, within seven days of the incident (immediately in cases of incidents in Auto Vivendi cars), or before they next use an Auto Vivendi car, whichever is sooner;
- 6.2.3 any road traffic offence whether committed in Auto Vivendi cars or not within seven days of receiving notification, or before the next use an Auto Vivendi 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 Auto Vivendi car, whichever is sooner.

## **7. Duration of Membership**

7.1 Membership lasts until the sooner of;

7.1.2 All Annual Days of Car Use and/or Annual Mileage Allowance is used; or

7.1.3 The period of 12 months is complete from a new member's first car booking or 12 months from the date of joining if no cars are used within 12 months of joining the Club, and then annually from that date thereafter.

7.1.4 Members can carry forward any unused Annual Days of Car Use and/or Annual Mileage Allowance from one membership period to the next.



## 8. Termination

8.1 Memberships can be terminated by giving Auto Vivendi 30 days written notice. No refunds will be given for any unredeemed Annual Days of Car Use and/or Annual Mileage Allowance, and any unpaid invoices will become due.

8.2 In the case of any member being in breach of these Terms & Conditions of Membership or acting in any manner inconsistent with the good reputation of Auto Vivendi, then Auto Vivendi 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 Auto Vivendi's insurers are unwilling to accept, then Auto Vivendi reserves the right to terminate the membership of that member. In such circumstances no refunds will be paid by Auto Vivendi.

8.4 Auto Vivendi 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 Auto Vivendi. In the case of any aspect of a member's history being incorrectly stated by a member, Auto Vivendi reserves the right to take action up to and including terminating a member's membership without any refund or compensation whatsoever.

8.5 Auto Vivendi reserves the right to terminate a membership following a theft or serious damage to an Auto Vivendi car without any refund or compensation whatsoever.

8.6 Upon termination, all Auto Vivendi cars or Auto Vivendi property must be returned to Auto Vivendi immediately. Failure to observe and perform the foregoing will entitle Auto Vivendi to take steps to repossess any cars in the member's possession and where required to enter onto any member's private property for the purpose of repossessing a car. Auto Vivendi reserves the right to re-charge the member any costs and expenses associated with any repossession action taken.

8.7 Members Annual Days of Car Use and/or Annual Mileage Allowance cannot be transferred to another member.

## 9. General

9.1 For the avoidance of doubt, club memberships are a membership scheme and not an ownership scheme. Members have no rights of ownership to the Auto Vivendi cars at any time.

9.2 Auto Vivendi reserves the right to change any of the Terms and Conditions of membership, mileage charges or membership prices at any time. If any changes are made members will be informed before their next car booking or within 30 days whichever is sooner.

9.3 The member shall not be entitled to assign his/her right or obligations under this membership agreement.

9.4 Auto Vivendi shall be entitled to assign its rights and/or obligations under this agreement.

9.5 The Member agrees to storage and processing of personal details provided by the Member to Auto Vivendi, and to the transfer of such information to any of Auto Vivendi's associated or affiliated businesses and any purchaser of Auto Vivendi's business.

9.6 Auto Vivendi warrants that each car supplied to any Member will be properly serviced and maintained. Every other warranty or condition is hereby excluded to the fullest extent permitted by law.

9.7 Nothing in this agreement shall give any person who is not a party to it any rights under the Contracts (Rights of Third Parties) Act 1999.

9.8 If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the



extent required, be deemed not to form part of this agreement, and the validity and enforceability of the other provisions of this agreement shall not be affected. If a provision of this agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

9.9 This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.

9.10 This agreement is personal to a Member and may not be assigned by a Member in any circumstances. Auto Vivendi may assign the benefit of this agreement to any third person in connection with a reorganisation of it or any member of its group or in connection with a disposal of the whole or a part of its business and assets.

9.11 Nothing in this agreement shall limit the liability of either party in the case of fraud.

9.12 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.

9.13 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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