

# 500 Touring Club – Tour Terms

## TERMS AND CONDITIONS

Fiat 500 Tours di Sophie Anne Bye (referred to as “Fiat 500 Tours”, “we”, “us” or “our”) rents the vehicle (including any replacement vehicle) and provides all events and other related activities to you subject to this Rental Agreement, which incorporates these terms and conditions and the information and conditions contained on the Rental Record that you have signed. In making this rental you accept the terms of the Rental Agreement and confirm that you will comply strictly with them.

### 1. NATURE OF THIS AGREEMENT.

The rights and obligations contained in this Rental Agreement govern the use of our vehicle and are not transferrable by you. You acknowledge that the vehicle is owned by us and that any attempted transfer or sub-rent of the vehicle by anyone other than us is void. We permit you to use the vehicle on the terms and conditions of this Rental Agreement only.

### 2. WHO MAY DRIVE THE VEHICLE

The vehicle must only be driven by you or any other person who has first been authorised by us and added to the Rental Record and you agree that you will not allow anyone to drive the vehicle, including yourself:

- 2.1.1 who does not fulfil our minimum requirements regarding age and possession of a valid driving license as indicated for the relevant rate or as otherwise notified by us; or
- 2.1.2 who is over-tired or under the influence of drugs, alcohol, medication or any other legal or illegal substance which impair their consciousness or ability to react.

### 3. PICK UP, DELIVERY AND RETURN

We will supply the vehicle to you in good overall and operating condition, complete with all the necessary documents, parts and accessories.

You agree to return the vehicle to us in the same condition as you rented it, subject to fair wear and tear, and with the same documents, parts and accessories, at the location and on the date and time designated in this Rental Agreement.

You and we will check the conditions of the vehicle at the start of the rental and on the return of the vehicle. One of our representatives shall provide a record showing any agreed defects. You acknowledge that you will be responsible for any loss or damage to the vehicle, its documents, parts or accessories arising during the rental.

The vehicle must be returned to our premises within normal business hours. If you return the vehicle outside normal business you will remain fully responsible for the vehicle until the location re-opens for business, and the costs of such additional time. If you fail to comply with these instructions you will remain responsible for the vehicle until we are able to gain access to it.

If at any time we have agreed that you may return the vehicle to a place other than our premises or if we have agreed to collect it, you will remain fully responsible for the vehicle until it is collected by us.

**Our rental charges are calculated on the basis of hourly periods from the commencement of the rental. If you fail to return the vehicle to the agreed return or collection point at or before the vehicle return time stated on the Rental Record you will be charged an extra hours rental rate at the relevant hourly rate, including charges for any options taken, for every day or part of it that the car is overdue. This charge is subject to any additional time (or “grace period”) allowed for any return by prior agreement with us or in accordance with our current policy (please ask at our office for details).**

You agree that we are entitled to charge you a reasonable additional cost if the vehicle requires more than our standard cleaning on its return to restore it to its pre-rental condition allowing for fair wear and tear.

### 4. YOUR RESPONSIBILITY FOR LOSS OR DAMAGE

**You will be liable to us for all reasonable losses and costs incurred by us in the event of loss, damage or theft to our vehicle, its parts or accessories while on rental. Your liability may include the cost of repairs, loss in value or the vehicle, loss of rental income, towing and storage charges and an administration charge, which recovers our costs for handling any claim arising from damage caused to the vehicle unless responsibility for such damage lies with us or has been determined by a third party or their insurers to lie with the third party. If damaged, we will endeavour to repair the vehicle as soon as possible. You will not be liable to us for any loss or damage which is directly due to our negligence or breach of this Rental Agreement.**

**You are fully responsible for damage caused by failure to assess the height or width of the vehicle and striking overhead, overhanging or other such protruding objects. This responsibility is not excluded by any waiver, and we are entitled to deduct the sum of Euros 500 when such damage occurs.**

If you provide your own insurance to cover your liability for loss or for damage to the vehicle, you authorise us to negotiate and agree any settlement in respect of such loss or damage with your insurers and you agree that any monies in respect of such loss or damage will be paid direct to us or to our order.

**We shall be entitled to deduct a minimum sum of Euros 500 (five hundred) by way of a security deposit in respect of any damage that you may cause to the vehicle by recording your credit and debit card details and obtaining the appropriate authorisation from your bank or card supplier. Such sum will either be repaid or not charged in the event that you return the vehicle to use in the condition it was provided to you, or applied in full towards the cost (including the administrative cost) of repairing and/or arranging the repair of any damage that is caused to the vehicle whilst it is in your possession.**

**For the avoidance of doubt you shall be responsible to us for the full amount of the costs of repairing the vehicle in the event that it is damaged whilst in your possession.**

### 5. PROHIBITED USE OF THE VEHICLE

You are authorised to drive the vehicle on the conditions contained in this paragraph 5 and paragraph 2 above including, at all times, to use the vehicle in a responsible manner. If you do not comply with these conditions, you will be liable to us for any liability or reasonable loss incurred by us as a result of any breach. You may additionally lose the benefit of any waivers or insurance selected by you. We reserve the right to take back the vehicle at any time, and at your expense, if you are in breach of this Rental Agreement.

You must look after the vehicle, make sure it is locked, secured and parked in a safe place when not in use and set and use any security device provided. You must remove and keep in a safe place any unmovable radio and/or radio faceplate when the vehicle is unoccupied. You must use seatbelts, child seats and other child restraints as appropriate.

You must use the correct fuel and check the oil and other fluid gauges beyond 1000 km, refilling as necessary. If you experience any problem due to accident or mechanical failure, you must contact us on the telephone number indicated on the Rental Record. No one may service or repair the vehicle without our prior express permission.

You must not use the vehicle or allow it to be used:

- 5.4.1 To carry passengers for remuneration;
- 5.4.2 To carry cargo for remuneration;
- 5.4.3 To tow or push any vehicle, trailer or other object;
- 5.4.4 Off road or on roads unsuitable for the vehicle
- 5.4.5 When it is overloaded or when loads are not properly secure;
- 5.4.6 For carrying any object or substance which, because of its condition or smell may harm the vehicle and/or delay our ability to rent the vehicle again;
- 5.4.7 To take part in any race, rally, test or other contest;
- 5.4.8 In contravention of any traffic or other regulations;
- 5.4.9 For any illegal purpose;
- 5.4.10 For sub renting
- 5.4.11 To drive or be driven in restricted areas including, but not limited to, airport runways, airport service roads and associated areas;
- 5.4.12 For driver training activity;
- 5.4.13 In contravention of any of the driver requirements contained in paragraph 2 above.

### 6. PAYMENT OF CHARGES

If you do not pay any of the charges owing to us under this Rental Agreement within the time indicated we reserve the right to charge you interest in addition to the outstanding charges at a rate of 4% above the bank base rate from time to time of Lloyds TSB Bank plc.

### 7. CHARGES

The charges stated on the Rental Record reflect your use of the vehicle as agreed between us at the start of your rental and include the basic rental charges; charges for optional or ancillary services chosen by you; and any applicable taxes at the prevailing rate.

The basic rental charge is made for a minimum of one rental hour (the hour period beginning from the time that the rental begins) and includes a charge for compulsory third party insurance.

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- 7.3 Additional charges may arise from your use of the vehicle during the rental, and may include loss of or damage to the vehicle, a refuelling service charge, late return charge, additional driver charge, extra cleaning charge, and any road tolls or fines or charges arising from traffic or parking offences during the rental (plus a reasonable administration charge in connection with paragraph 14.2).
- 7.4 All charges are calculated in accordance with our current rates and are subject to final calculation after the rental.
8. **CURRENCY CONVERSION CHARGE**
- 8.1 We may charge you for our rental charges to be converted by our processing bank from the currency of the country of rental to the currency of in which your card is issued. The bank will use a daily commercial rate of exchange provided by a reputable foreign exchange dealer for the day we bill the charges to your account. The bank will charge a currency conversion fee of 2.5% of the transaction. This fee will replace the currency conversion charge usually made by your card issuer. By signing the declaration on the Rental Record, you agree to us arranging the conversion and to payment of the currency conversion fee. If you do not agree, you may opt to have the conversion made by your card issuer. For further information, please ask at the counter for a leaflet.
9. **RESPONSIBILITY FOR PROPERTY**
- We are not liable to you or any authorised driver or passenger for loss or damage to property left in the vehicle either during or after the period of rental unless the loss or damage results from our negligence or breach of this Rental Agreement.
10. **THE TOUR**
- 10.1 All audio and text provided as part of the Tour is © Easter Monday 2008, and may not be copied (including recorded or video-d), adapted or altered in any way without the prior written consent of Easter Monday.
- 10.3 We are not responsible for the accuracy of any information provide on the Tour, and the Tour itinerary and route may be changed by us at any time by reason of necessity (such as road closures) or otherwise.
- 10.4 We are not responsible for any injury, loss, delay, inconvenience to your Tour caused by force majeure or other events such as strikes which are beyond our control or which are not preventable by reasonable care such as wars, floods, unusually severe weather, sickness, pilferage, labour disputes, machinery breakdown, government restrains, acts of war and terrorism, weather conditions, defect in any vehicle of transportation or for any misadventure or casualty, acts of god.
- 10.5 We reserve the right to cancel, change or substitute any Tour and to decline to accept or retain any Tour members at any time for any reason including, without limitation, an insufficient number of participants.
- 10.6 We reserve the right to cancel or change any Tours without any penalty in case of circumstances beyond our control or for any other reason and when the minimum number of participants (which is subject to our sole discretion) is not reached, or if the Tour is not available on the dates requested. In this case you will be completely reimbursed. We are not responsible for additional expenses that may be incurred by you in relation to a cancelled Tour, that is (without limitation) flights and accommodation.
- 10.7 **We cannot refund you for any Tour (or any deposit for a Tour) that you have paid for and do not or are unable to take, nor for any deposit paid, nor for any Tour that you commence but are unable to fully complete due to any mechanical failure of your Vehicle. Any deposit we charge you will reserve a vehicle for you, meaning that the vehicle cannot then be reserved or used by anyone else. The deposit is a genuine pre-estimate of our loss if you don't take the Tour you've booked, which is why we can't the refund it.**
- 10.8 If you are provided with a two way radio, sound system or any other equipment for a Tour it must be returned in good working condition or you will be charged for the cost of any loss or damage caused whilst in your possession.
11. **THIRD PARTY LIABILITY INSURANCE**
- 10.1 We have a legal requirement to provide third party insurance coverage. This coverage is included in the rental charge.
- 10.2 Our automobile liability insurance policy meets all legal requirements and protects us, you and any authorised driver against legal claims from any other person for death or personal injury or damage to any other person's property caused by use of the vehicle.
- 10.3 **In the event that any third party suffers death, personal injury or damage to property caused by use of the vehicle which involves a**
- breach by you or any authorised driver of the terms and conditions of this Rental Agreement, you agree to reimburse us if we are obliged to compensate (i) the insurers for any payment they make to any third party on your behalf and/or (ii) any third party.**
12. **ACCIDENTS, THEFT AND VANDALISM**
- 12.1 You must, where possible, report any traffic accident, loss, damage or theft involving the vehicle to the police immediately and to us within 24 hours of the incident or discovery of the incident.
- 12.2 You must not admit any liability, release any party from any liability, settle any claim or accept any disclaimer in the event of an accident, but should take the names and addresses of everyone involved, including witnesses.
- 12.3 An accident or theft report form must always be completed and submitted to us when you return the vehicle. In the event of theft, you must return the keys and any remote control theft devices to us.
- 12.4 You agree to co-operate with us and our insurers in any investigation or subsequent legal proceedings arising out of any loss or damage to the vehicle.
13. **LIMITS ON LIABILITY**
- 13.1 Subject to paragraph 13.2, we shall not be liable to you or any other third party for any loss or damage arising from the rental or the Tour other than as a result of our negligence or wilful misconduct and any other breach by us of this Rental Agreement. We shall not be liable for any indirect or unforeseeable loss or damages, including loss of profits or loss of opportunity.
- 13.2 Nothing in paragraph 13.1 shall exclude or restrict our liability for death or personal injury resulting from our acts or omissions or any other liability which cannot be excluded as a matter of law.
14. **ROAD TOLLS, PARKING FINES AND TRAFFIC VIOLATIONS**
- 14.1 You are full responsible for all road tolls and other fines and other consequences of the violation of traffic regulations (including congestion charges), parking orders or prohibitions, or other laws or regulations during the rental.
- 14.2 If we are required to pay and/or process road tolls, fines, charges or associated costs, you agree that we may charge you with the amount we are required to pay plus a reasonable administration charge for dealing with these matters.
- 14.3 We shall, upon request, supply you with a copy of any traffic violation notice which we receive.
15. **PERSONAL DATA**
- 15.1 By entering into this Rental Agreement you consent to the computer storage and processing of your personal information by us in connection with this Rental Agreement for the purposes of our legitimate interests, including any statistical analysis, credit control and protection of our assets. Accordingly, if you breach this Rental Agreement your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures or prevent damage to our assets.
- 15.2 You have the right of access to, correct of and/or deletion of your personal information held by us. For further information please see our privacy policy at [www.500touringclub.com](http://www.500touringclub.com).
16. **INTERPRETATION**
- 16.1 If any provision of this Rental Agreement shall be held to be invalid, illegal or unenforceable, (in whole or in part) under applicable law such provision or part to that extent shall be deemed not to form part of this Rental Agreement but the remainder of this Rental Agreement shall continue in full force and effect.
17. **APPLICABLE LAW**
- We aim to resolve all disputes amicably. If this is not possible, the law of England shall apply and you agree to submit to the non-exclusive jurisdiction of the English Courts.
18. **PAYMENTS TO INTERMEDIARIES**
- If you have arranged this Tour through a broker, agent or any other intermediary acting on your behalf, we may have paid commissions or other payments to that party to compensate it for arranging that Tour. That compensation may be based in part on the overall volume of business that party books with us. For details of such compensation, you should contact that party.