

TERMS AND CONDITIONS

1. In these terms and conditions: a) "the Company" means Caterham Cars Ltd; b) "the Hirer" means the person, firm or organisation by or on behalf of whom vehicles are rented under these terms and conditions; c) "Authorised Driver(s)" means the driver(s) including the Hirer (if he or she is an individual) approved by the Company and entered on the proposal form; d) "Hire Vehicle" means the vehicle described on the proposal form; e) "Insurer" means the insurance company through which insurance is arranged; f) "Full Weather Equipment" means the hood, car cover, nose protection grille and/or any other equipment supplied by the Company to the Hirer with a view to protect the Hire Vehicle in the event of weather conditions that may result in damage to the interior trim. g) "Insurance Policy" means the policy under which the Hire Vehicle and any third party is insured against any damage caused by the Authorised Driver(s). The Hire Vehicle will be supplied in good mechanical and cosmetic order throughout with a full tank of fuel (unleaded) and must be returned in this condition.
2. **The Hire Vehicle may only be taken and driven on the road within mainland United Kingdom (excluding Northern Ireland)** by the Authorised Driver(s) and may not be used for racing or competing of any kind or type, whether on public or private facilities or wheresoever and/or in any non-competitive event on a race track or public or private facility. At least one of the Authorised Driver(s) must be present at all times.
3. The Hire Vehicle will be supplied with Full Weather Equipment which must be erected in the event of weather conditions that may result in damage to the interior trim. Full Weather Equipment must be erected at all times when the Hire Vehicle is left unattended.
4. The Hire Vehicle is equipped with an antitheft immobiliser and the activator key must be kept by one of the Authorised Driver(s) on his or her person at all times when the Hire Vehicle is left unattended.
5. The Hirer is responsible for the security of the Hire Vehicle and must take all possible precautions to ensure that security is maintained throughout the period of hire.
6. **The Hirer shall deposit the sum of £1,000 by credit/debit card pre-authorisation.** This sum deposited will be refunded if the Hire Vehicle is returned in a satisfactory condition to the Company. The Hirer undertakes to return the Hire Vehicle to the place and on the date set down overleaf with all tyres, tools, audio equipment and other accessories in the same condition as when received. The Company reserves the right to make a separate charge to cover the cost of any cleaning and/or repair work required if the Hire Vehicle is returned in an unsatisfactory condition.
7. If the Hirer chooses to place an order to purchase a new Caterham Seven from Caterham Gatwick and subsequently pays the deposit of £3,000 (within 6 months of the hire) in relation to any such purchase then the Company shall refund a sum equivalent to the cost of one days' hire. This will be credited against final invoice.
8. The hire charge includes vehicle insurance in respect of the Authorised Driver(s). Neither the Company or its Insurer will accept any liability for loss or damage caused whilst the Hire Vehicle is rented to a Hirer who does not comply with the conditions set out in the Insurance Policy, and the Hirer agrees to make any payment necessary to put the Company in the position it would have been in if the breach had not occurred. The Hirer will supply any information concerning the Authorised Driver(s) of the Hire Vehicle to the Company upon demand and undertakes to allow the Company direct access to the Authorised Driver(s) of the Hire Vehicle and will fully cooperate in obtaining such access. In the event of an insurance claim, the Hirer shall be liable to forfeit his/her deposit.
9. The Hirer must pay the appropriate hire charge (including Value Added Tax) to the Company prior to his or her taking possession of the Hire Vehicle. Only guaranteed cheques, approved credit cards and cash will be acceptable. The hire charge includes the mileage stipulated on the proposal form and any additional mileage will be charged at 50p per mile and must be paid when the Hire Vehicle is returned. It is hereby declared and agreed that the Insurance Policy is only to cover the Hire Vehicle whilst let out on hire, subject to the terms and conditions of the Policy and to the following conditions: a) The Hirer shall verify the identity and address of the Authorised Drivers (i.e. by means other than relying solely on the information contained in their respective driving licences) and that such persons are not among the excluded persons enumerated below. b) The Hire Vehicle shall not be let out on hire to or driven by - Persons under **25 or over 70 years of age** or as otherwise agreed and noted by endorsement on the Policy. Persons who do not hold a full valid British or British Commonwealth Driving Licence, or (where approved by the Company) a valid British (Visitor's) or Foreign Driving Licence or a valid international driving permit. Persons who have had less than 12 months recent regular driving experience of a motor vehicle, other than a motor cycle, whilst holding the form of licence described above. Persons who have been convicted of an offence in connection with the driving of a motor vehicle or motor cycle and/or have had their driving licence endorsed or suspended excluding any offence which relates to parking. If the Authorised Drivers have been convicted of only one speeding offence in the past 3 years, then this offence may be ignored. 'Spent' convictions, covered by the Rehabilitation of Offenders Act 1974 may also be disregarded. Persons whose driving licence is subject to restrictions due to any mental or physical disability or infirmity. Persons who suffer from fits, diabetes, any heart complaint and/or any other medical condition which is likely to impair their ability to drive the Hire Vehicle safely. Persons who have had their insurance declined and/or renewal refused and/or special insurance terms imposed and/or have an insurance policy or cover cancelled by any motor insurer. Persons who are not British Subjects, unless they have had 3 years recent driving experience of a motor vehicle, other than a motor cycle, in the United Kingdom. Persons engaged wholly or partly in professional entertainment. Jockeys and persons connected with racing of any sort. Students. Persons who have been involved in more than one accident during the past 3 years whilst driving, Persons belonging to the armed forces other than persons born in the United Kingdom c) The Hire Vehicle shall be driven only by the Authorised Driver(s) whose names are on the proposal form completed by the Hirer immediately prior to the hire. **d) The Company shall not be liable for the first £1,000 or such other amount specified in the Insurance Policy in relation to each and every claim for loss of or damage to the Hire Vehicle.** e) The Hirer shall be liable for any loss or damage to the insured vehicle, however arisen, unless the insured vehicles keys are returned in person to an employee of Caterham Cars or a third party appointed by an employee of Caterham Cars. f) Hire Vehicles are rented at a daily rate according to the charge set out on the proposal form. The Hire Vehicle must be returned to the sales office by the pre-arranged time. If it arrives late the Company reserves the right to charge the Hirer a sum equivalent to one days' hire fee. g) The Hirer is liable for all penalties for offences committed under traffic regulations including, but not restricted to, parking tickets, clamping fines, compound charges, bus lane fines and speeding fines incurred during the period of hire. If these remain unpaid they will be charged to the Hirer, together with an administration charge of no more than an amount equivalent to the actual cost of the penalty incurred. h) The Hirer acknowledges that any property placed within the Hire Vehicle is placed there at their own risk and that the Company has no responsibility for such property. i) The Hirer will at the Company's request do, in so far as it is reasonable, any and all acts and execute any and all documents in such manner and at such location required by the Company on its behalf and on behalf of the Insurers and permit his name to be used by the Company for enforcing any rights or remedies against any persons in connection with the Hire Vehicle. j) The Hirer or any Authorised Driver of the Hire Vehicle will in no way be deemed to be the agent, servant or employee of the Company. k) The Company will not either on its own behalf or on behalf of the Insurer waive any of its rights hereunder except in writing signed by a duly authorised representative of the Company or the Insurer respectively. l) The Company reserves the right to terminate the rental to which this agreement refers if it becomes aware of any breach by the Hirer of these terms and conditions. Upon breach of the above terms and conditions the Company may give the Authorised Driver(s) personal details to credit reference agencies, the Driver & Vehicle Licensing Authority (DVLA), Customs & Excise, the Police, debt collectors, and any other relevant organisation. The Company may also give the Authorised Driver(s)' personal details to the British Vehicle Rental and Leasing Association, who may pass those details on to any of its members for any purpose stated in the Data Protection Act 1998. m) Government taxes and other levies will be charged as required by current legislation. n) The Hirer acknowledges that it has a duty to ensure that all reasonable care is taken of the Hire Vehicle against damage or loss throughout the rental period. The Hirer accepts responsibility for any loss or damage to the Hire Vehicle caused by their wilful act or negligence. This includes but is not restricted to responsibility for any loss or damage to the Hire Vehicle or its accessories as a result of theft occurring when the Authorised Driver(s) or their servant or agent has left the keys in or with the Hire Vehicle and the Hirer hereby indemnifies the Company against such loss or damage. o) These terms and conditions constitute the entire agreement between the parties relating to the subject matter of the agreement. These terms and conditions supersede all previous agreements whether oral or in writing between the parties on the subject matter of this agreement. Each of the parties agree that it did not rely on, and shall have no remedy in respect of, any statement representation or warranty whether oral or in writing of any person (whether or not a party to this agreement) other than those expressly set out in this agreement. Nothing in these terms and conditions shall limit or exclude any liability of any party for fraud. p) These terms and conditions shall be governed by and construed in accordance with the laws of England. q) A person who is not a party to this agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this agreement except as provided but this does not affect any right or remedy of the third party which exists or is available apart from that Act