



# ***MEMBERSHIP TERMS AND CONDITIONS***

PB Supercars, Unit 7, City Business Centre, Lower Rd London SE16 2XB  
Tel: 0207 237 8007 Fax: 0207 394 1359  
[info@pbsupercars.com](mailto:info@pbsupercars.com) [www.pbsupercars.com](http://www.pbsupercars.com)



*PB Supercars shall be known as 'PBSC' within this document.*

### **1) Membership Conditions**

- To be eligible to become a member must be between the ages of 25 and 60
- Have held a full UK driving licence for at least 5 years with a maximum of 6 points
- Be able to provide passport and both parts of your driving licence
- Forms of Utility Bill (no more than 3 months old)

Each time a car is used PBSC will hold either your driving licence or passport, this will be returned when the car is. All documents held will be kept secure. PBSC retains full responsibility for any loss, damage, or theft whilst in our possession.

### **2) Membership fees**

Annual Membership will be £1000 +VAT

Membership can be shared between groups/friends however each member will be liable for an additional joining fee of £350 + VAT (this additional membership fee will need to be paid each year). Additional memberships (maximum amount of 2) can be added at any time during your membership. Each additional member will be subject to our terms. Once a member (or his guest) has completed and returned his membership form and fees, we will forward your details to our insurance company and checks will be made with the DVLA.

The membership year will commence on the 1st day that a vehicle is hired (not on application), terminating 365 days later.

### **3) Prices and Cars**

The current rate for car hire is displayed on the website at the time of signing this document. **Discounts will apply to extended hire periods**, these discounts are displayed on the website, on the prices page, and again prior to making a online booking. You accept that these vehicles may be subject to change from time to time due to circumstances beyond our control, this includes for example maintenance, crash repairs, late returns. Similar vehicles will be made available.

Any payments processed using a credit card (including deposits) will be subject to a 4% surcharge.

- 4) Hire Periods.**
- Weekdays (monday-thurdays) 12pm-3pm. Minimum hire is 1 day
  - Weekends (friday-monday) 12pm-3pm Minimum hire is 3 days

Weekdays and weekends can be combined and there is no maximum hire period.

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5) **Mileage** will be limited to the figure displayed on the website per day. Further miles can be used and will be charged at the current rate displayed on the website.

6) **Deposit** will be as indicated on the website at the time of hire. This figure must be in cleared funds prior to a member's drive time. This can be lodged with us for the duration of membership or provided prior to each drive period. The deposit will be returned subject to damages. Should a car be deemed to be damaged beyond repair (independent 3<sup>rd</sup> party to provide report) and it is shown that the damage was caused whilst acting illegally or dangerously (eg. Excessive speeding, drink driving, dangerous driving etc) you will be liable for 50% of the retail cost of the entire vehicle -this will be taken from your deposit. Should the deposit not cover the amount, you will be invoiced within 14 days. Payment must be made within 14 days from invoice date. . You will also be responsible for the cost of loss of hire of that vehicle to a maximum of 2 weeks hire charge.

#### 7) **Collection and Delivery**

Cars can be collected from the office or can be delivered to an address of your specification. Cars that are to be delivered will be charged at the rate of £1.50 per mile, subject to a minimum charge of £50 and maximum of £350 each way. We will endeavour to keep to a members requested timeframe as much as possible, however due to the nature of road transport this may be subject to delay in some cases. PBSC cannot be held liable for delivery or collection delays for reasons beyond our control.

#### 8) **Insurance**

##### **Only registered members will be entitled to drive the cars.**

The member will be fully comprehensively insured regardless of fault. The member will be required to pay **up to the deposit required** as the insurance excess in the event of any insurance claim that is made as a result of the member's actions. If the claim is for a lower amount the member will be responsible for this amount. A full breakdown of the claim and charges will be made available to the member upon his request prior to any payment if he requires. Should a claim not be the members fault he will have no liability. Should damage occur the deposit will be held by PBSC for a period of up to 30 days from damage caused, whilst the repairs costs are assessed.If a vehicle is damaged whilst in the possession of the member and the responsible parties insurance does not provide adequate cover, the member he will be responsible for that damage however caused. This applies to damage caused to the vehicle whilst it is unattended. If through the actions of any member, conscious, accidental or deliberate, the insurance cover for a car or cars becomes void, then that owner will become personally liable for the full costs incurred as a result of their negligence. In order to meet our insurance obligations owners may not use any car:

- for any form of business use
- to carry paying passengers
- in a way that would exceed legal or manufacturers guides for safe operation
- if the driver is under the influence of alcohol or/and drugs which may affect driving ability
- on any road or other driving surface that has not been adopted by the local council
- for any form of race, trial, rally, track day or other competition

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- to participate in any event
- for commercial, financial or personal gain

Our insurance policy will be made available for you at any time and copies are presented when members collect their cars. I further agree to be bound by the terms of the insurance which I have seen and read or had the opportunity to see and read.

**9) Accidents**

The member must not under any circumstances admit liability for any damage, accident or claim to any persons without the consent of PBSC. If an accident occurs please remain with the vehicle, contact PBSC prior to exchanging the required details. **DO NOT ADMIT LIABILITY IN ANY FORM.** No member is to attempt to make, or accept payment from a third party.

**10) Reservation**

Members may book drive time with their car at any time up to one year in advance. 25% of fee must be paid at time of booking, if booking is less than 28 days from drive time full payment must be made.

All drive time reservations will be made via the online booking area at least 7 days in advance or by contacting the office for periods less than this. Reservation will only be official once you have received your confirmation of booking. This will arrive by email, post or fax. If it has not been received within 24 hours of your reservation please contact the office immediately.

**11) Cancellation**

If any reservation needs to be cancelled, this must be done by telephone within normal working hours. The following charges will apply:

28 days or more—(75% if full fee paid), no refund if only deposit has been paid

14-27 days--50% of fee refundable

0-13 days-- Non refundable

PBSC reserves the right to cancel at any time, a full refund will be given.

**12) Availability**

PBSC will always try to ensure that cars are available for reservations; however this cannot be guaranteed due to the ever present risk of breakdown, loss or other factors beyond our control. In the event of any reserved car not being available, you will be advised as soon as possible. PBSC liability is limited to refunding reserved driving time back to your account with no liability being made for any other loss. PBSC may from time to time need to remove cars in order to carry out service and maintenance or for other reasons. A replacement vehicle or credit refund will be applicable. In extreme weather conditions please contact the office prior to commencing your journey to collect the vehicle.

**13) Fuel Charges**

Members are responsible for fuel charges. If the fuel tank is not the same on return then the member will be invoiced for the fuel used at the current BP retail price

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**14) Oil & Water**

All cars will be provided with oil and water levels at the optimal levels. Members must not add any fluids to the vehicles without PBSC prior consent with the exception of fuel. Cars are only to be re-fuelled with a correct grade of petrol as recommended by the manufacturer.

If general levels of fluids (engine coolant, screen wash), engine oil, brake, power steering and clutch fluids are required during drive time the member must contact PBSC immediately. Failure to comply may result in serious damage to the car for which an member may be held financially responsible.

**15) Damage**

All cars will be rigorously checked prior to and following each drive period and readings taken in relation to tyre tread depth and condition (inc spare), wheel condition, bodywork and paintwork condition, interior and trim condition, fluid levels, clutch wear percentage (by electronic system), glass condition, electrical, mechanical and hydraulic systems. If any member is deemed to have caused unacceptable wear and or damage to the car through negligence or deliberate action, additional charges will be made. The company operates a 'fair use' policy to protect the members and the PBSC. Breaches of this policy will be determined by the company and may result in the termination of the members' membership.

If damage to tyres occurs the member must not drive the car and must contact the company office to arrange for a replacement to be fitted. In the case of punctures, the cause will be assessed and if the puncture is found be caused as a result of a members negligence then the member will be charged accordingly. Tyres that are found to have been worn or damaged as a result of misuse will be charged for.

If any car is damaged in any way while in the possession of a member, then the member must report the damage to the office immediately. If damage is such that the car may not be moved, the member must not abandon the car but will firstly ensure their own safety and that of any passengers and if possible secure the car then stay with it until assistance arrives. Damage however caused will be charged at a minimum of for: Wheels/tyres £500 each, Smoking in vehicle £500, Burns caused by smoking to interior £1000

**16) Delivery I.D**

Cars may **only** be collected by or delivered to a member in person, who will be required to provide positive picture identification (driving licence, passport) together with the reservation confirmation forms issued by our reservation system. If identification cannot be verified the reservation will be cancelled and any costs charged to the owners account. For both the members' security and PBSC the handover will be filmed and photographed.

**17) Extra Charges/Fines**

Any additional costs incurred for delivery / collection, such as tolls or congestion charges in London will be charged to the members account at cost. Any member incurring any penalty or fine issued by any authority, will be liable to pay for the penalty and all costs associated with settling such. Members will also be liable for any penalty points incurred while a car is in their possession.

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**18) Returns**

At the end of the reserved drive period, members must ensure the car is either available for collection at the arranged time or is returned to our office by the agreed time. Any member returning a car outside the agreed hours will be charged at the rate of £50 per hour or part thereof until the car is returned.

**19) Tracking**

For security reasons all cars are fitted with tracking devices. PBSC reserve the right to periodically check on the location of any car. In addition the tracking devices will notify us automatically should any car be taken to a location where racing, pace making, or other prohibited used may occur and an automatic engine immobiliser will be activated. Should this occur the member will be subject to a fine of £3000 and membership will be withdrawn.

In addition systems exist within all PBSC cars that will record parameters relating to driver safety. These systems will report extreme exceptions to the manufacturers stated acceptable use of cars and may be utilised to prohibit continuous inappropriate activity.

**20) UK Use**

Cars are only permitted to be used within the UK for social, domestic or pleasure use only. In addition the tracking devices will notify us automatically should any car be taken outside the UK and an automatic engine immobiliser will be activated. Should this occur the member will be subject to a fine of £3000 and membership will be withdrawn. Should the member wish to use the car in Europe he must seek written authorisation from PBSC

**21) Security**

During the reserved drive period, members are required to ensure that the security of the car in their possession is maintained. When not in use cars must be locked, the alarm systems activated and stored in a safe place. When driving, it is required that the doors are kept locked to reduce the risk of highjack and personal injury. Information relating to these elements is detailed in the driver handbook. When not at the members home address, cars, wherever possible should not be parked 'on street' and owners should seek parking facilities displaying the 'Secured Car Park'.

**22) Termination**

PBSC reserves the right to terminate membership of any member who fails to comply with the terms and conditions of membership or we feel is unsuitable to continue membership. Membership fees will not be refunded, however any unused credits will be.

**23) Driver Suitability**

All members will be required to consent to and pass all checks relating to identification, licence endorsements, insurance claims history and driver suitability. PBSC will take the member out under supervision once the membership fees have been paid to assess the suitability of the driver. PBSC reserves the right to withdraw membership, should we believe you to be unsuitable to become a member. A full refund of your membership fee will be applicable

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**24) Data**

All information held by PBSC will be kept in accordance with the data protection guidelines 1982 and will not be used for any other purpose than that for the operation of the members' account. We will use your information

- to assess your application, manage your account and operate services
- to recover debts and prevent fraud
- to confirm your identity with appropriate agencies

**All members must advise the PBSC of ANY changes of:**

- home or registered address: driving licence endorsements: recorded road traffic offences: notified medical conditions

**25) Obligations**

Any obligations, legally binding or implied may not be assigned to others by any member under the terms of this agreement. However PBSC may be entitled to appoint or assign it's obligations to any party under the terms of the agreement.

**26) Third Parties**

Any person who is not party to this membership agreement is not entitled to retain any rights to enforce any of its terms and conditions as detailed in the Rights of Third Parties Act 1999

**27) Law**

The terms and conditions as detailed here and such constituted terms of ownership will at all times be governed and interpreted in accordance with English Law and under the jurisdiction of English Courts. Any obligations, legally binding or implied may not be assigned to others by any member under the terms of this agreement. However PBSC may be entitled to appoint or assign it's obligations to any party under the terms of the agreement.

PBSC is not responsible as far as the law permits, for any damage, injury or loss suffered to, or by the actions of, any member or passenger accompanying the owner in any.

**28) Police Intervention**

Should we receive a call from the police or any other authority informing us that the car is being used in a dangerous or illegal manner then we reserve the right to cancel the booking and either demand the car to be returned immediately or for the car to be parked up where the police have stopped you. We will ask the police to confiscate the keys. This is a 1st resort and will be enforced should the police advise us of such action, and are likely to prosecute you for dangerous driving.

**29) Other Terms**

Should any of our terms be breached in any manner whatsoever either knowingly or unknowingly by the hirer, PBSC will at its discretion be entitled to withhold the return of the hirers deposit.

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**Members Application and Details**

By signing this document you accept that you have read, fully understood and hereby agree to our terms of business and wish to become a member of PBSC. Please forward this to our office along with the joining fee(s) and annual membership.

Members Full Name:.....*Login*.....

*(Please print off/copy this page and complete for each additional member)*

Address:.....

.....Postcode.....

Telephone.....Mobile.....

Fax.....Email.....

Age.....Nationality.....Weight (kg)..... Height(cm).....

Time licence held:.....Identification Provided: Passport Licence Utility Bills

**Membership Required:** 1 Year £1000      2 Years £1850      3 Years £2500

Additional Members (£350 p/p) x.....Initial Credits Required.£.....

**Card Details:** Visa Switch Mastercard Delta Electron

Name.....Verification Code.....

Number.....Issue if Switch.....

Start Date.....Expiry Date.....

Signed: The Applicant:..... Print:.....

PBSC:.....Print.....

Date:.....

Page 7 Signed.....Date.....

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