

# Option C Terms and Conditions of Use

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The following Agreement is

**Between:**

a) Option C Community Interest Company

*Registered Office:* The Cottage, 1 Billy Hall Farm, Billy Row, Crook, County Durham. DL15 9AF  
*Registered in England no.* 05692080

**(the "Service Provider")**

b) You, the member of Option C Car Club

**(the "User")**

**1. Background**

1.1. The Service Provider intends to make available to qualifying members of the public and corporate entities the facility of access to vehicles operated by Option C.

1.2. The Service Provider is willing to permit the User to use (and the User agrees to use) designated vehicles on the terms and conditions set forth in this Agreement.

**NOW IT IS AGREED AS FOLLOWS:**

**Definitions**

The following terms have the following meanings;

**"User"** means the person from time to time authorised to use the vehicle, and where the user is a corporate body, includes the person authorised by that corporate body to use the vehicle.

**"Agreement"** means this agreement

**"User's Handbook"** means User's handbook, which is issued to members which may be superseded from time to time

**2. The User's Agreement**

The User agrees to be bound by the terms and conditions as listed in this agreement and acknowledges that The Service Provider reserves the right to repossess the vehicle at any time without demand at the User's expense if the terms of this Agreement are breached.

**3. Collection**

The User agrees that prior to the driving away of the vehicle he/she will:

3.1. Inspect the vehicle for any damage either inside or outside the vehicle.

Any damage not shown on the previous damage report must be recorded on the next damage report and in the logbook;

- 3.2. The User is only authorised to use the vehicle at the time and date specified in a booking made with The Service Provider.

#### **4. Return**

- 4.1. The vehicle must be returned by the agreed time and date to the designated collection point as pre-arranged with the central reservations, as provided by The Service Provider;
- 4.2. The User agrees to return vehicle keys to the glovebox within the vehicle immediately, at the end of each hire;
- 4.3. The User agrees he/she will return the vehicle with all documents and accessories present at the time of collection (see User's Handbook for details) and in the same condition as they were on collection;
- 4.4. All extension of vehicle hire requests from The Service Provider must be made prior to the agreed return time for hire.

#### **5. Charges for late return**

If the vehicle is not returned by the agreed time and date to the designated collection point, the Service Provider will be entitled

to charge the User at the agreed rate (see "What is costs" sheet or subsequent amendment sheet, for all tariffs) plus any applicable penalty charges (see "What is costs" sheet or subsequent amendment sheet, for all tariffs), until the vehicle is either returned or recovered.

#### **6. Charges for returning the vehicle in poor condition unacceptable to the Service Provider**

If the vehicle is not returned to the Service Provider in the same condition as it was in on collection, the Service Provider will be entitled to charge the User for the cost of valeting, and/or servicing the vehicle (including the cost of spare parts), in addition to the charges arising under clause 9.

#### **7. Other charges**

Full details of all the charges to Users are as shown in the "What is costs" sheet or subsequent amendment sheet.

In accordance with the charges as set out in the current User's "What it Costs" tariff sheet, the User shall pay or reimburse the Service Provider on demand the sum of:

- 7.1. The agreed joining fee and the agreed returnable deposit;

- 7.2. The agreed rental rate for the period including authorised and unauthorised extensions;
- 7.3. Any applicable penalty charges;
- 7.4. All mileage charges relating to the distance travelled whilst the vehicle is in use;
- 7.5. Any fines, penalties, court costs or other expenses imposed on the Service Provider by law, arising from the use of the vehicle while on rent to the User, unless due to the Service Provider's fault, which shall not relieve the User or any other person of direct responsibility to any public authority for his/her unlawfulness;
- 7.6. The Service Provider's costs, including reasonable legal fees and administration charges incurred in collecting amounts due from the User under this Agreement;
- 7.7. Any amounts due under any clauses in this agreement relating to the loss or damage to the vehicle;
- 7.8. Any sums incurred by the Service Provider in connection with the recovery of the vehicle, or otherwise incurred by the service provider due to the User's acts or omissions.

#### **8. Responsibility of the User**

- 8.1. The User is responsible for first £25 of any minor damage (defined as damage costing less than £400 to repair) howsoever caused. In the

event that the damage is not reported to the Service Provider by the User the contribution shall be up to £200 for members aged 21 or over and £400 for those 18 to 21..

- 8.2. The User is responsible for the first £200 (21 or over) or £400 aged (18 to 21) of any costs of repairs for major damage (defined as damage costing more than £400 to repair), howsoever caused
- 8.3. The User is responsible for the first £200 (21 or over) or £400 aged (18 to 21) towards any costs related to the theft of the vehicle whilst in their custody or control, if no negligence is proved. This contribution will be increased to £250 if the User is found in the Service Provider's discretion to have been negligent by failing to comply with the handbook rules.

## 9. Care of the vehicle

- 9.1. The User must look after the vehicle, making sure it is locked and secure when not in use, use the correct fuel, and set and use any security device fitted
- 9.2. The User must check the oil and water on collection, and subsequently on a daily basis
- 9.3. The User must inspect the tyres on a daily basis, and ensure that they are inflated to the correct pressure at all times

- 9.4. The User is responsible for keeping the vehicle sufficiently supplied with the correct fuel (see Users Handbook), and ensuring that the vehicle interior is left clean and tidy before it is returned

## 10. Conditions of use

- 10.1. The User must not allow the vehicle:
  - 10.1.1. to be used to smoke in;
  - 10.1.2. to be used to carry passengers or cargo for remuneration (it is however permitted to share the cost of hire with passengers);
  - 10.1.3. to be used to propel or tow any vehicle, trailer or other object without the prior written agreement of the service provider ;
  - 10.1.4. to be used to take part in any race, rally, pace-making, trials, speed testing or other contest;
  - 10.1.5. to be used for motor trade use;
  - 10.1.6. to be used while the driver is under the influence of alcohol, drugs, or any other substance impairing their consciousness or ability to react;
  - 10.1.7. to be used in contravention of any traffic regulations – note that committing any traffic offence, other than those

- 10.1.8. listed in section 11.1.3 is a violation of this agreement;
- 10.1.8. to be driven by any other person (including any other User) who has not first been authorised by the Service Provider and added to the Service Provider Agreement;
- 10.1.9. to drive or be driven outside England, Scotland, and Wales without permission and documentation from the Service Provider;
- 10.2. Failure to comply with the conditions of use may result in the charge of penalty payments or the recovery of the vehicle without notice at the User's expense.
- 10.3. The User agrees to notify the Service Provider immediately (or at least 48 hours before the next booking, in any event) if any of the following events occur:
  - 10.3.1. The User is involved in an accident involving a vehicle that he or she is driving (whether or not a Service Provider vehicle);
  - 10.3.2. The User's driving licence is endorsed, and the User agrees to provide their licence with the schedule of endorsements to the Service Provider for copying;

- 10.3.3. The User's occupation changes to that of a restricted occupation (as defined in clauses 13.1.5, 13.1.6, 13.1.7, 13.1.8);
- 10.3.4. The User suffers from a health related complaint that restricts their ability to drive safely.
- 10.3.5. The User commits any motoring offence whether or not in a Service Provider Vehicle.

10.4. In the event that changes of status occur which affect eligibility the Users membership will be suspended, unless renewed approval can be obtained under special conditions.

10.5. The User agrees that he/she has read and understood the User's Handbook and the procedures contained therein, and the conditions relating to the use of the vehicle, the security of the vehicle, and the use and care of the keys for the vehicle.

## 11. Insurance and eligibility of membership

- 11.1. Membership shall only be available to members of the public who:
  - 11.1.1. Are over the age of 18 and under the age of 77; drivers aged 76 or 77 must have been members for at least 2 years

- 11.1.2. Are full driving licence holders, who have held their licence for a minimum of 12 months.
- 11.1.3. Have no endorsements on their licence for those aged 18 to 24, or 76 to 77, and no more than 1 minor offence, (those starting CU, MS, MW, PC, SP or TS), for drivers aged 25 to 75;
- 11.1.4. Have had no accidents in the last three years for drivers aged 18 to 22; no more than one accident for those aged 23 and over; for drivers aged 23 or 24 this accident must have documented proof of being no-fault;
- 11.1.5. Are not professional sports people or professional entertainers;
- 11.1.6. Are not in occupations connected to gambling or betting;
- 11.1.7. Are not foreign servicemen based in the UK;
- 11.1.8. Or who are corporate entities deemed acceptable by the Service Provider at its sole discretion.

11.2. The Service Provider has insurance coverage for the persons using the vehicle with their permission (and not otherwise) in accordance with an Automatic Liability Insurance Policy

(see User's Handbook). This policy meets all applicable statutory requirements and protects the owner and/or authorised driver of the vehicle **against any legal claims from third parties** for personal injury or material damage caused by the use of the vehicle.

11.3. Where the User is a corporate body, they may enter into their own policy of insurance, provided that it is with a reputable insurance company approved in writing in advance by the Service Provider and their insurers, and on terms acceptable to the Service Provider, and their insurers. Documentary evidence of the insurance policy must be provided.

11.4. The User waives all rights to and agrees that the Service Provider or persons acting on its behalf will conduct negotiations and agree any settlement with the insurers and that any monies in respect of vehicle loss or damage will be paid to the Service Provider or such persons as the Service Provider may direct.

## 12. Accidents

12.1. The User must report any traffic accident, loss, damage, or theft to the police immediately and to the Service Provider as soon as practically possible, which would

normally be within 6 hours; the police reference number allocated must be provided.

- 12.2. The User must not admit liability or guilt in the event of an accident, or promise to pay any third party, or attempt any repair. A Service Provider accident or theft report form must be fully completed on request. If the User does not comply with this request, insurers may refuse the claim.
- 12.3. The User agrees to co-operate with the Service Provider and its insurers in any investigation or subsequent legal proceedings

### **13. Personal property**

The Service Provider is not liable to the User or any passenger for loss or damage to property left in the vehicle either during the period of hire or thereafter. Such property is left entirely at the User's or passenger's own risk. Users are not covered by the Service Provider's insurance for the theft of possessions or valuables from the vehicles.

### **14. Personal data**

The User consents to the computer storage and processing of the User's personal data by the Service Provider in connection with this Agreement and to the transmission of this data for the purposes of the Service Provider's legitimate

interests including statistical analysis, marketing of our services and credit control. If the User breaches this Agreement, the User's personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.

### **15. Indemnity**

To the extent allowed by law:

- 15.1. The User agrees to indemnify and hold the Service Provider harmless against any claims in connection with operation of the vehicle, any damages suffered by, including without limitation, the fines and other consequences referred to in clause 5 above, or any matters which are the consequences of the User's acts or omissions.
- 15.2. The Service Provider expressly disclaims any liability for damage or loss of any kind suffered by the User or any third party, unless it has been proven that the Service Provider is at fault.

### **The Service Provider's Agreement**

16. The Service Provider agrees to be bound by the terms and conditions as listed in this contract and acknowledges that the User reserves the right to terminate the

agreement at any time without demand at the Service Provider's expense if the terms of this Agreement are breached.

**Full details of all the services provided to User are shown in the current User's Handbook.**

The Service Provider agrees to provide the minimum service provision, which is defined as follows:

### **17. Vehicle Provision**

- 17.1. The Service Provider, will ensure, as far as is reasonably possible and in accordance with the Agreement, that the vehicle is in a roadworthy condition.
- 17.2. Vehicles are made available (according to the agreed terms and conditions) to Users from the designated parking stations from the booked start time, and are accessed by the user's smartcard (see User's Handbook for details). Once the vehicle has been checked for external damage and internal neglect, and relevant details of condition have been entered in the logbook, a User can then use the vehicle in accordance with the agreed terms and conditions.

- 17.3. The Service Provider ensures that the vehicles are in a roadworthy condition and are regularly serviced. In the event of a vehicle breakdown occurring, and once the User has requested assistance (as set out in the User's Handbook), a designated breakdown Service Provider will attend to the vehicle (according to the terms and conditions as arranged with the Service Provider).
- 17.4. Vehicles can be booked via a Service Centre or through the internet booking site. The Service Centre can be contacted at specified times (see User's Handbook) for bookings, general enquiries, reporting theft, or damage of any other nature using the contact details shown in the current User's Handbook. To access a vehicle, bookings must be made in advance according to the terms and conditions set out in the User's Handbook. If the User's requirements cannot be met, the Service Centre will endeavour to offer an alternative but cannot guarantee to meet all the User's requirements.

## **General**

### **Changes to this Agreement**

Any changes to the terms and conditions of this Agreement will be notified to the User by the Service Provider.

## **18. Term of this agreement**

- 18.1. This Agreement shall remain in force for a period of at least six months. The Service Provider must give at least one month's notice of their intention not to renew the Agreement.
- 18.2. This Agreement may be terminated with immediate effect by the User in the event that the Service Provider breaches any of the terms of this Agreement.
- 18.3. This Agreement may be terminated with immediate effect by the User in exceptional circumstances with the agreement of the Service Provider.
- 18.4. This Agreement will be terminated if superseded by a new contract between the User and a new Service Provider (in agreement with the current Service Provider

and User named in this contact).

## **19. Law and jurisdiction**

Any proceedings arising in connection with this Agreement shall be submitted to the non-exclusive jurisdiction of the competent court in the county of registration of the vehicle. The applicable law in any proceedings will be the law of the courts of England, Wales and Scotland.

## **20. Assignment**

The User shall not be entitled to assign or otherwise transfer any of its rights or obligation under this Agreement.

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