

RULES OF MEMBERSHIP

As a member of the Marque II Club (“**Marque II**”, “**we**”, “**us**”), you agree to be bound by the following rules (the “**Rules**”) in relation to your membership and your use of Marque II Cars:

1. Cars and Bookings

- 1.1 You may place a booking request for any of our cars which are then available (“**Car**”), not more than 30 days before the day you wish to commence using the Car, except when you use one of your four MQ+ advance bookings. When the booking is accepted we will confirm the booking date (“**the Booking Date**”) by email, telephone or text, the points utilised and the day the booking ends (“**the Return Date**”).
- 1.2 We will try to ensure that the Car selected is available to you on the Booking Date but this is not guaranteed and we reserve the right to provide an alternative Car or credit the relevant points if for some reason the Car selected is not available.
- 1.3 On a week day (Monday to Friday excluding any public holiday), the Car may be either collected or returned from us between 9 a.m. and 5pm on the Booking Date and the scheduled Return Date. On a weekend the Car may be either collected from us up to 8 p.m. on the Friday and the Car may be either returned by yourself or transferred back to us between 7 a.m. and 9 a.m. on the following Monday or on the Sunday between 6 p.m. and 8 p.m. by arrangement only. Transfers outside of our normal delivery area or times will be charged on an individual basis.
- 1.4 It is your responsibility to ensure that the condition of the Car is in accordance with the delivery report at the time you take delivery of the Car. If you fail to notify any defects or damage to the Car at that time, you will be responsible for any subsequently identified defects or damage to the Car.
- 1.5 If you fail to return the Car by the required time on the Return Date, we reserve the right to deduct the number of points related to that booking from your membership and, if there are insufficient points to meet the additional time charge, we reserve the right to make an appropriate cash charge and deduction to cover the cost of the additional use of the Car.
- 1.6 You must return (or make available for transfer) the Car undamaged and all personal effects must be removed from the vehicle. Once the Car is either returned by yourself or collected from you via the transfer service, a full examination of the Car will take place by a member of our staff assigned to that particular transfer. If any items of value are identified as having been left in the Car, we will try to notify you but if you do not respond, or collect relevant items within 30 days of notification, we shall be entitled to dispose of any such item as we see fit without compensation or liability to you. We do not accept any liability for any of your items left behind in such circumstances.
- 1.7 If you wish to cancel a booking less than 48 hours in advance of the booking date, we reserve the right to deduct the number of points related to that booking from your membership. If we are able to secure an alternative booking for the Car for that booking period then those points will be credited back to your account.

2. Points

- 2.1 You have agreed to the type of membership stated in the Membership Application Form and are therefore entitled to the related points to be used in relation to any Car during the course of and from the start date of your membership. Your membership will expire once you have either used all your points, used all your miles or the membership period has expired.
- 2.2 If you do not choose to renew your membership once one of the events stated in 2.1 occurs, any points or mileage not used within your membership shall be cancelled at the end of that period automatically and you will not be entitled to any credit, compensation or refund for any unused points or mileage.
- 2.3 For memberships that are for 12 month, if you renew your membership for a further period not less than 30 days before the end of your then current period, half of any remaining points will be automatically credited to the following period's membership for a period of 3 months after which time any remaining unused points will expire. You will not be allowed to carry over any remaining miles and your renewal date will be from your first ever booking date.

3. Information provided

- 3.1 You warrant and represent to us on the date of the commencement of your membership and on each day during your membership year as follows:
 - 3.1.1 all of the information that you have provided in your application form is and remains true, complete and accurate and not misleading in any material way;
 - 3.1.2 you have a current United Kingdom or European Union or approved driving licence;
 - 3.1.3 you have disclosed all pending prosecutions, any unexpired penalty points and all unspent convictions for any road traffic offences (other than fines not involving penalty points) and any offences involving dishonesty or fraud;
 - 3.1.4 you are fit and healthy to drive a vehicle in the United Kingdom in accordance with the requirements of the Road Traffic Acts;
 - 3.1.5 you have disclosed all insurance claims (including pending claims), losses, insurer claims, records or liabilities relating to you as required by us and you are not aware of any facts or circumstances or any potential claims which might adversely affect your ability to obtain insurance, or our insurances.
- 3.2 If you fail to tell the truth in relation to any of the warranties set out above, you shall indemnify us against any loss or liability or any increased costs to us as a result of your failure to disclose relevant information.

4. Accidents and damage and breakdowns

- 4.1 If you are involved in an accident while using the Car or the Car suffers any damage either as a result of your actions or those of any third party, you must notify us immediately by telephone on either of our emergency contact numbers provided and confirm the circumstances of any such damage by email or in writing within 48 hours of any accident occurring or the damage being identified.
- 4.2 If you are involved in any crash with any third party, you must ensure the following:
 - 4.2.1 you must not make any admission of liability or do any other thing which may invalidate or restrict our insurance in relation to the Car;
 - 4.2.2 you must, if possible, obtain the name, address and other details of any third party involved in any accident or damage and, where possible, the names of any witnesses and the insurers details of the party.
 - 4.2.3 where appropriate and in particular where any person has been or may have been injured in any such accident, you must immediately report any accident or damage to the police.
- 4.3 You shall provide all information and cooperation reasonably required by us or our insurers in connection with any accident or damage and in particular, you must provide us with a full and detailed written statement of the facts and circumstances relating to the accident or damage.
- 4.4 If the Car suffers a breakdown during your booking, you should contact the relevant breakdown recovery service detailed in the Car's information pack. You must not use any other breakdown recovery service without our prior permission.

5. Fines and congestion charge

- 5.1 You are responsible for all fines, penalties or other charges while you have the use of the Car and you will indemnify us against any and all liabilities arising in relation to any such fines or charges together with our legal costs and interest in recovering any such fines or charges.

- 5.2 We reserve the right to pay any fine or charge relating to your use of the Car without reference to you.
- 5.3 We will try to notify you of any fine or charge received by us in case you wish to dispute it but we are not bound to do so. You must notify us by return of how you wish to deal with the matter.
- 5.4 We shall be entitled to pay any relevant charge as soon as practically possible and deduct points or make a relevant charge against you.
- 5.5 Any sums paid by us in relation to your use of the Car will be subject to interest from the date of payment until paid in full by you at the rate of 1.5% per month calculated daily and compounded monthly.

6. Use, care and maintenance

During your booking and use of the Car, you shall ensure the following:

- 6.1 you or your spouse/ partner (if a named driver only) are the only users of the Car and you shall not permit any other person in any circumstances to drive, or use, the Car and you shall only use the Car for ordinary driving purposes on the public highway, or to access private property on properly made-up road surfaces suitable for the Car;
- 6.2 the Car shall be parked safely and securely and locked with any relevant immobiliser activated, when the Car is not in use by you;
- 6.3 the Car shall be kept in a clean and tidy condition at all times;
- 6.4 neither you nor any passenger shall smoke, drink or consume food while using the Car and we reserve the right to have the Car professionally cleaned and/or have upholstery or carpets replaced at your expense if you fail to comply with this Rule;
- 6.5 you shall drive the Car in a careful and considerate manner and obey all road traffic signs, speed limits and official directions as required;
- 6.6 the Car shall not be used for any race, track event, rally or competition of any kind whether or not timed, and whether or not on a public or private road;
- 6.7 you shall not use the Car to perform any tricks or stunts, or use the Car off-road (unless the Car is specifically designed to be used off-road).
- 6.8 you shall not use the Car while under the influence of any alcohol, or drugs, whether medically prescribed or otherwise;
- 6.9 you shall not rent the car to any other person, or permit any other person to use the Car;
- 6.10 you shall not carry any passengers or cargo for any commercial purpose;
- 6.11 you shall not use the Car to tow another vehicle or trailer, or allow any vehicle to tow or drag the Car without our express consent;
- 6.12 you shall not leave any possessions or items visible in the Car;
- 6.13 you shall not modify, alter or make any additions to the Car, including, but not limited to, any roof-rack or other storage system;
- 6.14 you shall operate the Car in accordance with the relevant car manual and owner instructions;
- 6.15 you shall not switch-off any traction-control or other safety features, whether or not the Car enables you to do so.
- 6.16 you will notify Marque II by telephone or directly if you intend to use the car outside of the United Kingdom the car is not insured if such notification has not been received.

7. Termination of membership and suspension

- 7.1 We reserve the right to terminate your membership with us in the following events:
 - 7.1.1 you breach any of the Rules or persist in breaking any Rules;

- 7.1.2 you are convicted of any road traffic offence which results in you being banned from driving or having such number of penalty points placed on your licence that you cease to be covered by the terms of our insurance;
- 7.1.3 you abuse any member of the club or any member of our staff or act in any other manner which is inappropriate;
- 7.1.4 your behaviour is likely, in our reasonable opinion, to bring Marque II into disrepute or result in adverse publicity for Marque II.

- 7.2 We shall be entitled to suspend your membership at any time if any sum that is due and payable by you to us has not been paid or you have disclosed any intended prosecution or insurance event which may, in our reasonable opinion, be likely to have a material adverse effect on our insurance or your ability to drive any Car. If your membership is suspended at any time, your membership year shall not be extended.

- 7.3 If we terminate your membership as a result of Rule 7.1, such termination will be without prejudice to any accrued, or outstanding liability at the date of termination which shall continue after the termination of your membership.

8. Insurance

- 8.1 You acknowledge and accept it is essential for our insurance purposes that all information which might reasonably be expected to have a material effect on our ability to obtain insurance or the continuation of any existing insurance is disclosed to us immediately. Failure to do so may render our insurance void and you will indemnify us to the extent that any such insurance is voided or reduced as a result of your failure to disclose information to us in a timely manner.
- 8.2 You will disclose to us immediately any change in your personal circumstances including, but not limited to, your insurance record, criminal or motoring convictions or personal health which might reasonably be expected to have an effect on insurance.
- 8.3 All cars are subject to a £2,500 insurance excess. If the Car suffers any damage (including any damage to the wheels or tyres), you will be charged the full cost of any repair (including VAT) if it is less than the excess and if the cost of repair is more than the insurance excess you will be charged the full amount of the excess.
- 8.4 In addition to the excess, we reserve the right to charge you a claim management fee to meet the costs of having to handle any repairs and the insurance claim.
- 8.5 You are responsible for the insurance of all personal effects and possessions which you may carry in the Car and we will have no liability for any damage or loss to any such items.

9. General

- 9.1 These Rules together with the Application Form constitute the entire agreement between us in relation to your membership of Marque II other than in relation to fraud or deliberate misrepresentation.
- 9.2 We shall not be prevented from enforcing any rights in terms of these Rules as a result of any delay, waiver or partial waiver which we may at our discretion decide to give to you at any time.
- 9.3 These Rules and your membership of Marque II shall be governed by English law and you will submit to the exclusive jurisdiction of the English courts in London in the event of any dispute.
- 9.4 Any notice to be given in relation to your membership shall be sent by us to your notified address of domicile in legible English form and shall be deemed to have been received by you within 2 hours of the time of any email or fax being sent to you or immediately upon delivery by hand or personally and within 48 hours of post by first-class recorded or special delivery.
- 9.5 These Rules may be changed by us on giving you not less than 30 days' written notice.