

Terms and Conditions of Membership of CLUBGT

1. Definitions
 - 1.1. "The Club" shall mean CLUBGT.
 - 1.2. "The Company" shall mean CLUBGT Cars Limited, registered in England with company number 05878818 and registered office 31 Farley Court, Allsop Place, London, NW1 5LG.
 - 1.3. "The Members" shall mean the members of the club.
 - 1.4. "The Directors" shall mean the directors of CLUBGT Cars Limited.
 - 1.5. "The Club Cars" shall mean the pool of cars owned and/or operated by the club.
 - 1.6. "The Club Premises" shall mean the headquarters of the club at any given time and the club storage facilities.
 - 1.7. "Club Membership" shall mean the membership afforded to club members upon payment of the requisite fees at any given time.
 - 1.8. 'Business Day' means 9.00am to 5pm Monday - Friday. Saturdays, Sundays, Bank Holidays and Public Holidays are open for business at the discretion of the company and members will be advised accordingly.
2. Membership
 - 2.1. Club members redeem their point allocation for time and mileage in CLUBGT cars.
 - 2.2. Members must pay joining and membership fees when due. Failure to do so may result in late payment charges and suspension of membership.
 - 2.3. Members paying by instalments hereby irrevocably confirm that such payments or other amounts due to CLUBGT Cars Limited can be made from the member's nominated bank account until such time as membership is terminated.
 - 2.4. The member warrants that they:
 - 2.4.1. have a valid UK driving license which has been held for at least 5 years and that the copy the company holds is current and accurate. Non UK resident applications will be at the directors' discretion.
 - 2.4.2. are over 25 years of age and under 70 years of age.
 - 2.4.3. have no more than 6 penalty points on their driving license. If a member exceeds this limit during the duration of membership they must immediately notify the company with full details to ascertain the consent of the insurers for the member to continue driving the club cars.
 - 2.4.4. have never been banned from driving.
 - 2.5. A member's points are only valid for 12 months from date of purchase. Additional points may be purchased at any time.
 - 2.6. Club membership terminates when:
 - 2.6.1. all points are redeemed. If this occurs within 12 months, the member may purchase additional points.
 - 2.6.2. the period of 12 months from start of membership is complete. Additional points purchases during the year will effectively restart the 12 month membership from the date of purchase.
 - 2.7. Members shall notify CLUBGT Cars Limited in writing of:
 - 2.7.1. any change of address or contact details within ten days.
 - 2.7.2. any road traffic accident or insurance claim, irrespective of blame, during the period of membership within seven days.
 - 2.7.3. any road traffic offence within seven days.
 - 2.7.4. any change to their driving licence status including medical or penalty points.
Failure to do so could result in termination of membership.

3. Member Obligations

3.1. The member agrees:

- 3.1.1. to pay a joining fee to the company at the time of application.
- 3.1.2. to pay the annual subscription at the prevailing rate at the time of application once membership is approved by the CLUBGT directors. The annual subscription may be paid in instalments subject to conditions laid out by the company at the time.
- 3.1.3. to pay the annual subscription thereafter until such time that the members membership lapses or is terminated by CLUBGT Cars Limited.
- 3.1.4. the member does not have access to the cars until the funds mentioned above are cleared.
- 3.1.5. to pay the insurance excess charges referred to in section 7.
- 3.1.6. to ensure the correct grade of fuel when refuelling petrol cars. Diesel cars may use any diesel fuel.
- 3.1.7. to ensure the correct levels of all essential fluids (engine oil, screen wash) are maintained at all times during their use of a CLUBGT car.
- 3.1.8. to ensure correct tyre pressures at all times according to manufacturer's specification.
- 3.1.9. to use a CLUBGT car in accordance with the manufacturer's guidelines as given in the handbook and information card located in each car.
- 3.1.10. to pay all fines, clamp charges or costs connected with the driving or parking of a club car and/or all other fines incurred whilst in use by the member.
- 3.1.11. to ensure the club cars are secure when unattended taking all reasonable precautions to prevent loss or damage to the vehicle its tyres, tools and accessories, equipment or contents.
- 3.1.12. in the event of accident, loss, damage or fault developing to the vehicle, the member will notify the club at once and permit the club to carry out essential repairs, servicing or maintenance, subject to any instructions issued to the member by the club concerning breakdown procedures.
- 3.1.13. to return club cars to the club together with their accessories, tyres, tools and radio (where appropriate) in the same condition received, ordinary wear and tear excepted, on the agreed time and date as per the booking instruction or sooner if the club demands.
- 3.1.14. to take care of the club cars at all times whilst in possession of the member.

3.2. The member agrees that CLUBGT cars shall not be used:

- 3.2.1. to tow or propel any trailer or any other vehicle or object.
- 3.2.2. in a way that would render the company's insurance policy void or to contravene any Road Traffic Act or Regulation. Insurance policy schedule is available on request.
- 3.2.3. in the event of mechanical, electrical or structural failure or damage, where further damage might be caused.
- 3.2.4. outside the UK mainland without the authority of a CLUBGT director.
- 3.2.5. by any person who is under the influence of alcohol or drugs, including any medication that may impair driving ability.
- 3.2.6. by any person who is not a member of the club without authority from a CLUBGT director.
- 3.2.7. by any person who has not been shown the vehicle by a CLUBGT employee and signed the pre condition check out/check in form unless given authority by a CLUBGT director and subject to receiving a briefing on the operation of the vehicle.
- 3.2.8. for the carriage of passengers for hire or reward.

4. Club Obligations

4.1. The club agrees:

- 4.1.1. to establish a pool of cars to be used by the members through their club membership.
- 4.1.2. maintain those cars in the most appropriate manner to afford members the maximum choice among the pool of club cars at any given time.
- 4.1.3. supply the member upon subscription with an allocation of points, and a system of use for those points, whereby the member shall be allowed access to the club cars, dependent upon the manner in which the member shall use such points.
- 4.1.4. maintain a members to club cars ratio which allows members, in all circumstances, a reasonable opportunity to use their points allocation as desired.
- 4.1.5. arrange valid insurance cover at all times for the club cars.
- 4.1.6. ensure that the club cars are road taxed at all times.
- 4.1.7. ensure that at all times the club cars retain a valid MOT certificate.
- 4.1.8. securely store the club cars when not in use by the members.
- 4.1.9. the directors reserved the right to modify the points system and allocation referred to in 4.1.3 above so as to provide a more appropriate system for the operation of the club.

5. Booking/Collection/Delivery

- 5.1. Unless using a wildcard, members can only reserve CLUBGT cars up to one calendar month in advance of the booking date.
- 5.2. Members receive one wildcard for every thousand points purchased. Each wildcard allows the member to book a trip up to 12 months in advance of start of membership.
- 5.3. Booking cancellations must be received no later than 7 days prior to collection. Cancellations received after this time but before 48 hrs prior to collection will result in half of the hire points (excluding points per mile on booking) being taken. Cancellations within 48 hrs prior to collection will result in all of the hire points (excluding points per mile on booking) being taken.
- 5.4. Booking alterations (i.e. change of vehicle) within 7 days prior to collection may result in points being charged at directors' discretion.
- 5.5. Maximum hire period is 14 consecutive days, periods longer than this at directors' discretion.
- 5.6. CLUBGT cars can be collected/returned at the club premises during business day hours or outside of these at a prearranged time at directors' discretion.
- 5.7. Standard hire is for 24 hours from 9am to 9am Sunday to Saturday. Alternative 24 hour periods may be available at directors' discretion.
- 5.8. Members booking both Saturday and Sunday benefit from extended weekend hire from 12pm Friday to 10am Monday. Later return of vehicle is at the directors' discretion.
- 5.9. CLUBGT will endeavour to ensure cars are available at the stated time subject to events which are beyond the control of CLUBGT.
- 5.10. If a car is unavailable for any reason, the club will attempt to offer a similar replacement. If a replacement is not available, the club's liability is limited to refunding the member's points for that reservation.
- 5.11. Members are required to sign the car condition form on collection confirming the condition of the car. Any defects will be noted. The member agrees to return the car in the same condition (ordinary wear and tear excepted) on the day and time specified to the location agreed.

Any discrepancies, damage or loss including accessories, tyres, tools and radio will be charged to the member. We reserve the right to charge for any damages or defects found after the return of the car which may require the car to be cleaned, examined from underneath or come to light under a test drive or mechanical inspection.

- 5.12. All bookings must be made with a named driver and for a specified period. Valid insurance cannot be guaranteed outside of these periods or with other drivers.
 - 5.13. All CLUBGT cars leave headquarters with a full tank of fuel. The member must ensure the car is returned with a full tank of the correct fuel (detail available in car information pack). Cars returned without a full tank will be re-fuelled and the members account charged at cost.
 - 5.14. It may be possible to store members' cars subject to availability if prearranged and at the owners' own risk. CLUBGT will not be liable for any theft or damage to members cars or property whilst left with CLUBGT.
 - 5.15. If a member returns a car late and this impacts another member's booking, CLUBGT reserve the right to charge the offending member for an extra days hire at prevailing rates.
 - 5.16. If the member has insufficient points to cover late return of a car, CLUBGT reserve the right to charge that members debit/credit card with a monetary amount equal to the value of the points fined.
 - 5.17. CLUBGT reserves the right to demand the return of the car at any time.
 - 5.18. When a member requests delivery of a CLUBGT car to an address, every effort will be made to ensure the requested time for delivery is met. However, no guarantees will be given.
 - 5.19. If a CLUBGT car is parked awaiting collection, the member is responsible for parking charges until the car is handed back to CLUBGT staff. Any parking fines in this time will be charged to the members account.
 - 5.20. Delivery time is at the member's expense. The car will leave headquarters at 9am, unless an alternative hire period is agreed as per 5.7.
 - 5.21. If collection from member is also required after the hire period, the car will have to be available at a prearranged time so that the car can be back at the headquarters by 9am or by the alternative hire period time previously agreed as per 5.7. Later return of vehicle is at the directors' discretion.
 - 5.22. All mileage and fuel used for delivery and collection of the car will be at the members expense. Likewise, if a Congestion Charge becomes due this will be added to a members account. Standard delivery charge is £2/mile.
 - 5.23. The car must be handed over in person by CLUBGT staff to the member who must show their membership card and sign for the car. If this is not possible the car will return to CLUBGT headquarters. The member will be liable for all costs (includes cost per mile covered and admin charge) incurred and no refund of points will be given.
6. Termination
- 6.1. Membership can be terminated by giving CLUBGT Cars Limited 30 days notice in writing. No refunds will be given for any unused points.
 - 6.2. If any member is in breach of these Rules of Membership the company may terminate the membership of a member immediately. No entitlement of compensation or refund will be considered.
 - 6.3. If a member is banned from driving or convicted of dangerous driving or is ordered to serve a custodial sentence or has a claims history that CLUBGT's insurers refuse to accept then CLUBGT reserves the right to terminate the membership immediately without compensation.

- 6.4. CLUBGT reserve the right to complete credit checks, driving licence checks, insurance history checks, previous driving experience checks and other checks to ensure the risk profile of the member is as stated on the application form or as updated by the member to CLUBGT at anytime.
 - 6.5. In the event of any member's history being incorrectly stated to CLUBGT, the company reserves the right to take action which may result in termination of the member's membership without refund or compensation whatsoever.
 - 6.6. CLUBGT reserve the right to terminate membership following theft of or damage to a CLUBGT car without refund or compensation whatsoever.
 - 6.7. Upon termination all CLUBGT cars and property must be returned immediately. Non-compliance with this will entitle CLUBGT Cars Limited to take steps to repossess any cars in the ex-member's possession and where necessary to enter onto any ex-member's private property to repossess a car. CLUBGT reserve the right to charge to the ex-member any costs and expenses associated with any repossession action taken.
7. Insurance
- 7.1. Use of any CLUBGT car is governed by the terms of CLUBGT Cars Limited insurance. The terms and conditions of CLUBGT's insurance are deemed to be incorporated in these rules of membership. Full details of cover are available from CLUBGT Cars Limited. Members shall not use or allow the use of the cars for any uninsured purpose. In particular the following activities are NOT insured and are prohibited:
 - 7.1.1. participation in any race, rally, track day, trial, treasure hunt or any other type of competition including any organised road event whether timed or otherwise without authority from a CLUBGT director.
 - 7.1.2. any use other than personal domestic and social use.
 - 7.1.3. if the member is on medical treatment which may affect the driver's reaction or perception.
 - 7.1.4. use of the car off-road. CLUBGT cars may only be used on appropriate tarmac roads.
 - 7.1.5. to allow the car to be driven by any person other than the member.
 - 7.2. If there is any breach of paragraph. 7.1 above or if insurance is voided by omissions by the member, the member shall be personally liable to pay the full cost of any repair or replacement of any loss or damage caused to the CLUBGT car. Additionally any costs, expenses or compensation arising directly or otherwise from use of the car uninsured.
 - 7.3. The member is liable for the following insurance excesses in the event of a claim being made:

Class 0 Cars:	£5000
Class 1 Cars:	£4500
Class 2 Cars:	£4000
Class 3 Cars:	£3000
Class 4 Cars:	£2000
 - 7.4. Any accident, loss, damage, or theft of, or from a CLUBGT car must be immediately reported to the police, a crime report number obtained and immediately thereafter report the incident and the crime report information to the company and insurance company.
 - 7.5. In the event of an accident, to protect the Club's insurance policy, the member agrees:
 - 7.5.1. to make no admission of liability or guilt.
 - 7.5.2. to make every effort to obtain names and addresses of parties involved and of independent witnesses.
 - 7.5.3. to make every effort to take photographs of the scene with the camera supplied in the car.

- 7.5.4. to notify the police immediately if another party's guilt has been ascertained or if persons or animals are injured or if the car is stolen. Obtain a crime report number as in 7.4 above.
 - 7.5.5. to notify the company of any incident immediately. Furthermore to supply a detailed report, diagrammatic and photographic evidence within 24hours.
 - 7.5.6. to not abandon the car without adequate provision for safeguarding and securing it.
 - 7.5.7. to notify the insurance company of the accident immediately.
 - 7.6. Members will co-operate fully and truthfully with CLUBGT and CLUBGT's insurers and CLUBGT's legal representatives in the event that any insurance claim or legal proceedings are commenced.
 - 7.7. For security, breakdown and other purposes CLUBGT cars may be fitted with tracker and logging devices which record during a members use of the car.
8. General
- 8.1. Members hereby confirm that CLUBGT Cars Limited is authorised to deduct amounts from the member's credit or debit card for any costs or expenses incurred by the member in relation to their possession, control or use of any CLUBGT cars. This includes but is not restricted to the following:
 - 8.1.1. fuel costs.
 - 8.1.2. repair costs.
 - 8.1.3. parking fines and penalties.
 - 8.1.4. speeding fines and penalties.
 - 8.1.5. delivery and collection surcharges.
 - 8.1.6. congestion charges and penalties.
 - 8.1.7. insurance excesses.
 - 8.1.8. theft, damage or loss of any parts from CLUBGT cars.
 - 8.1.9. costs and expenses of repossessing any CLUBGT car.
 - 8.1.10. administration fees.Late payment charges will occur on any overdue amounts.
 - 8.2. Members are advised that smoking is prohibited in CLUBGT cars.
 - 8.3. Members are strictly advised that the use of mobile phones whilst driving whether hands free or otherwise is prohibited in CLUBGT cars.
 - 8.4. Members may only have the use of one CLUBGT car at any one time.
 - 8.5. It is the member's responsibility to take good care of the CLUBGT car whilst in their possession and ensure they are securely locked, alarmed and immobilized and kept in a safe place at all times when not in use.
 - 8.6. CLUBGT Cars Limited reserves the right to temporarily or permanently remove a car or cars from the fleet without warning in the case of an emergency.
 - 8.7. Members shall not be entitled to assign their right or obligations under this membership agreement.
 - 8.8. CLUBGT Cars Limited shall be entitled to assign its rights and/or obligations under this membership agreement to whoever it sees fit to do so.
 - 8.9. A person who is not a party to this membership agreement shall not have the right to enforce any term(s) of this agreement pursuant to the Contract (Rights of Third Parties) Act 1999.
 - 8.10. These terms of membership shall at all times be governed and construed in accordance with English Law and subject to the exclusive jurisdiction of the English Courts.