



Classic Car Club MEMBERSHIP APPLICATION FORM

Scotland Level: Pay Monthly/Country/Overseas/Standard/Platinum (circle as appl.)

PERSONAL DETAILS

MR/MRS/ OTHER SURNAME
 FORENAME(S) AGE D.O.B. / /
 COUNTRY OF BIRTH CITY/TOWN OF BIRTH NATIONALITY
 HOME ADDRESS
 POSTCODE TEL MOBILE
 EMAIL
 YEARS AT CURRENT ADDRESS (IF LESS THAN 3 PLEASE PROVIDE PREVIOUS ADDRESS)
 ADDRESS
 POSTCODE

EMPLOYMENT DETAILS

OCCUPATION SELF-EMPLOYED?
 EMPLOYERS NAME AND ADDRESS
 POSTCODE TEL FAX YEARS WITH EMPLOYER

DRIVING DETAILS

DRIVING LICENCE NUMBER YEARS HELD
 DETAILS OF ALL MOTORING CONVICTIONS, IF ANY, IN THE LAST FIVE YEARS
 DETAILS OF ALL INSURANCE CLAIMS, IF ANY

WHERE DID YOU HEAR ABOUT THE CLASSIC CAR CLUB?

PAYMENT METHOD - VISA / MASTERCARD / CHEQUE / CASH/SWITCH ISSUE NO.
 PLEASE DEBIT MY CREDIT / DEBIT CARD NO.
 VALID FROM / EXPIRY DATE / VALIDATION NO (3 digits)
 (PLEASE NOTE THAT CREDIT CARD PAYMENTS WILL BE SUBJECT TO A 2% LEVY TO COVER COSTS AND WILL APPEAR ON YOUR STATEMENT AS 'FIFE MITSUBISHI')

I CONFIRM THAT THE DETAILS GIVEN HEREIN ARE TRUE AND CORRECT. I HEREBY ACCEPT THE TERMS AND CONDITIONS LISTED OVERLEAF. THIS IS A SALE.

SIGNATURE

DATE

A REFERENCE IS ALSO NECESSARY FOR INSURANCE PURPOSES. THE REFERENCE SHOULD BE VERY SIMPLE: JUST A FEW LINES TO SAY THAT YOU WOULD MAKE A GOOD AND RESPONSIBLE CLASSIC CAR CLUB MEMBER. IDEALLY IT SHOULD COME FROM SOMEONE WHO CAN VOUCH FOR YOU (THOUGH NOT FAMILY!), IE WORK COLLEAGUE, LEGAL ADVISER, ACCOUNTANT ETC. IN SHORT, SOMEONE WHO CAN VOUCH FOR YOU IN A SHORT LETTER ON HEADED PAPER. THIS **REFERENCE** CAN BE PRESENTED ALONG WITH A COPY OF **YOUR DRIVING LICENCE** AND YOUR **PASSPORT** WHEN YOU ARRANGE TO VISIT THE CLUB FOR YOUR INDUCTION. PLEASE NOTE MEMBERSHIP STARTS WHEN YOU TAKE YOUR FIRST CAR AND NOT WHEN PAYMENT IS MADE, AND RUNS FOR ONE CALENDAR YEAR.

Terms and Conditions

"The Club" shall mean The Classic Car Club Scotland Limited.

"The Directors" shall mean directors of the Classic Car Club Limited.

"The Members" shall mean the members of the Club.

"Club Membership" shall mean the entitlement to the services provided by the Club, as specified below, afforded to Club Members upon payment of the requisite fees at any given time.

"The Club Cars" shall mean the pool of classic cars owned and/or operated by the Club.

"The Club Premises" shall mean the headquarters of the Club at any given time.

1. The Club agrees to: a. Establish a pool of classic cars to be used by the Members by reason of their Club Membership. b. Maintain those cars in the most appropriate manner to afford Members the maximum choice among the pool of Club Cars at any given time. c. 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 he/she shall use such points allocation. d. Maintain a Members: Club Cars ratio which allows Members, in all the circumstances, a reasonable opportunity to use their points allocation as desired. e. Arrange valid insurance cover at all times for the Club Cars. f. Ensure that the Club Cars are road taxed at all times. g. Ensure that at all times the Club Cars retain a valid MOT certificate. h. Securely store the Club Cars when not in use by the Members. i. The Directors reserve the right to modify the points system and allocation referred to in c above so as to provide a more appropriate system for the operation of the Club. 2. The Member agrees: a. To pay a once and for all joining fee to join the Club at the level set by the Directors at the time of the Member's application. b. To pay the annual subscription fee (at the level set by the Directors at any given time) upon approval of the Member's application and at annual intervals thereafter, until such time as the Member shall allow his/her membership to lapse or his/her membership is terminated by the Club. c. That the funds in a and b above must be cleared before the Member shall be allowed access to the Club Cars. d. To pay the insurance excess charge referred to in "Insurance" below. e. Not to pose as a servant or agent of the Club or Company. f. 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. g. Where the Club agrees to deliver a Club Car to or collect a Club Car from a Member, the Member shall pay all fines, clamp charges or costs as set out in f above incurred within the first four hours after the Club receives notification from the Member that the vehicle is ready for collection or within the period following its delivery. h. To operate the Club Cars such that the correct levels are maintained for engine oil, coolant, screenwash and automatic transmission fluid (where applicable) and to check tyre inflation pressures throughout his/her periods in possession of the vehicles. i. 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. j. 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. k. 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. l. To take reasonable care of the Club Cars at all times whilst in possession of the Member. 3. TERM This Agreement shall commence on the date of acceptance by us and shall continue thereafter unless terminated: a. At any time by us giving notice to you under Clause 8 below. b. By you at the end of any annual period by giving us 30 days' written notice. c. Pay Monthly shall run for a minimum term of 12 months. 4. The Club accepts no responsibility for loss or damage to any property carried on or in any Club Car whilst in use by a Member, nor for delays and/or consequential loss from breakdown or from any other circumstances. 5. Club Cars must not be used: a. To propel or tow any other vehicle or trailer. b. In a manner that would render void the insurance policy under which the vehicle is operating or in contravention of any Road Traffic Act or Construction and Use Regulations. c. By any person who is not a Member of the Club (without the prior written agreement of two of the Directors). d. By any person who is under the influence of alcohol or drugs. e. In the event of mechanical, electrical or structural failure or damage, where further damage might thereby be caused. f. Outside the UK mainland (ie England, Scotland & Wales) without the express written agreement of two Directors. g. For the carriage of passengers for hire or reward, knowingly for any unlawful purpose, for racing, pacemaking, speed testing or other track or rally usage of any description, for driving tuition or to carry a number of passengers and/or carriage which would cause the vehicle to be overloaded. 6. INSURANCE This agreement is subject to and deemed to include the terms, conditions and limitations of the Club's insurance policy (copy may be inspected at the Club Premises). Under this agreement the Club Cars may only be driven by Members of the Club who have truthfully and accurately submitted the information requested regarding their driving history. An excess charge, the details of which will be supplied to Members upon request, will be applied in respect of each occurrence of damage. The excess charge is neither refundable in whole nor in part. Members shall be liable to pay the cost of repair or replacement for all damage/loss suffered by a Club Car as a result of wilful action by the Member. In the event of any accident, to protect the interest of the Club's insurance company, the member agrees to: a. Make no admission of liability or guilt. b. Make every effort to obtain names and addresses of parties involved and of independent witnesses. c. Notify the police immediately if another party's guilt has been ascertained or if people or animals are injured or if the car is stolen. d. Not abandon the vehicle without adequate provision for safeguarding and securing the same. e. Notify the Club in case of damage, further providing a detailed report and diagram to the Club within 24 hours. In the event of the theft of a Club vehicle, the Member will inform the Police immediately, obtain a crime report number and, immediately thereafter, report the theft and the crime report information to the Club. 7. Where a person other than the Member is party to this agreement, for example in the case of Corporate Membership, then the person agreeing to the terms and conditions herein represents and warrants that he/she has authority to bind the Member and agrees that he/she shall be jointly and severally liable for all acts and omissions under this agreement and for all monies payable hereunder. 8. SUSPENSION AND DETERMINATION OF MEMBERSHIP Without prejudice to any other claims, remedies or rights which the Club may have against the Member, the Club reserves the right to suspend a Member's Membership in cases of breach by the Member of this agreement or any Club rules and/or byelaws in force at the time or in any other circumstances deemed justifiable and reasonable by the Directors. Similarly, the Club reserves the right to terminate a Member's Membership of the Club upon written notice where the Member commits a breach of the agreement. The Club reserves the right to penalise a Member in terms of points deductions where, in the opinion of the Directors, the Member is guilty of systematic abuse of these terms or the Club Cars. 9. ASSIGNMENT Club Membership and this Agreement are personal to you and may not be assigned to anyone else. The Club may assign this Agreement to any third party provided such third party agrees to discharge all the obligations afforded to you under this Agreement. 10. VARIATION Any addition or alteration to the terms and conditions of this Agreement shall be null and void unless agreed in writing by the parties. 11. The Club makes no warranty or representation as to the availability of Club Cars for Members' use. Furthermore, in view of the age of most of the Club Cars, the Club gives no warranty as to the condition or mechanical or other trustworthiness of the Club Cars, save insofar as stated herein, and the Club will not be liable for any costs or losses sustained due to any Club Car experiencing mechanical failure while being used by a Member. 12. The Club accepts no responsibility for any offences committed by the Member whilst in possession of a Club Car. 13. The Member represents and warrants that he/she has a valid driving licence, the copy of which has been provided to the Club is accurate and true. 14. The Member agrees to abide by such rules, regulations and byelaws as shall be established by the Club from time to time. 15. The Club reserves the right to retain the Club Cars at the Club Premises from time to time for the purposes of marketing, promotion, advertising etc. 16. Save as provided for above, joining fees and annual subscription fees, once paid by the Member, are not refundable in any circumstances. The Member is bound contractually upon completion of the application form overleaf. 17. The Member agrees that this Agreement is the complete and exclusive statement between us which supersedes all understandings or prior agreements oral or written, and all representations or other communications between us relating to the subject matter of this Agreement. 18. This agreement shall at all times be governed and construed in accordance with Scottish Law. 19. Membership shall be deemed to have expired if not taken up within one calendar year of the date as signed overleaf.