

CHIANTI CLASSIC CAR TERMS AND CONDITIONS

These are the terms and conditions on which Chianti Classic Cars hires Car(s) to Customers. The Customer should read these Terms and Conditions carefully before proceeding with hiring a Car(s) from Chianti Classic Cars. The Customer should understand that by proceeding with hiring a Car(s) from Chianti Classic Cars that the Customer agrees to be bound by these Terms and Conditions.

1 DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation in this clause apply in these Terms and Conditions.

"Booking Confirmation"	means the confirmation provided by Chianti Classic Cars to the Customer upon completion of the booking process for the hire of the Car(s), in accordance with these Terms and Conditions;
"Car(s)"	means the car(s) offered for hire to Customers by Chianti Classic Cars, from time to time;
"Chianti Classic Cars"	means Chianti Classic Car Limited, company registered number 08786850 whose registered office is at 27 Old Gloucester Street, London WC1N 3AX;
"Contract"	the contract between the Customer and Chianti Classic Cars for the hire of Car(s) by the Customer from Chianti Classic Cars, in accordance with these Terms and Conditions;
"Customer", "you", "your"	means the Customer (being a person, persons, firm or company) who takes hire of a Car from Chianti Classic Cars and whose details are set out on the Booking Confirmation, in accordance with these Terms and Conditions;
"Delivery Date"	means the date and time that the Car(s) are to be delivered by Chianti Classic Cars to the Customer to commence the Hire Period, as set out in the Booking Confirmation;
"Delivery Location"	means the location at which Chianti Classic Cars will deliver the Car(s) being hired by the Customer for the Hire Period for collection by the Customer, as detailed in the Booking Confirmation;
"Hire Fee"	means the fee(s) payable by the Customer to Chianti Classic Cars for the hire of the Car(s) as notified to the Customer by Chianti Classic Cars at the time of booking, in accordance with these Terms and Conditions;
"Hire Period"	means the period of time during which the Customer hires the Car(s), beginning on the Delivery Date and terminating on the Return Date, in accordance with these Terms and Conditions;
"Return Date"	means the date and time when the Car(s) are due for return to Chianti Classic Cars by the Customer at the end of the Hire Period, as set out in the Booking Confirmation;
"Return Location"	means the location at which Chianti Classic Cars will collect the Car(s) being returned by the Customer at the end of the Hire Period, as detailed in the Booking Confirmation.

1.1 Headings do not affect the interpretation of these Terms and Conditions.

1.2 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular, and a reference to one gender shall include a reference to the other genders.

2 APPLICATION OF TERMS AND CONDITIONS

2.1 These Terms and Conditions:

2.1.1 apply to and are incorporated into the Contract; and

2.1.2 prevail over any inconsistent terms or conditions contained in, or referred to by any Customer, or implied by law, trade custom, practice or course of dealing.

3 HOW THE CONTRACT IS FORMED

3.1 The Customer's request to hire a Car(s) (whether received via Chianti Classic Car's website, over the telephone, by email or otherwise) constitutes an offer by the Customer to hire a Car(s) on these Terms and Conditions. By requesting to hire a Car(s), the Customer agrees to be bound by these Terms and Conditions.

3.2 By seeking to hire a Car(s) from Chianti Classic Cars, the Customer warrants that it has the right, authority and capacity to enter into and be bound by these Terms and Conditions.

3.3 Chianti Classic Cars reserves the right to refuse to hire a Car(s) to any person at its own discretion. Chianti Classic Cars shall not be bound to provide a Car(s) unless or until it has sent a Booking Confirmation to the Customer which confirms that the booking for the hire of the Car(s) has been accepted by Chianti Classic Cars, whether such Booking Confirmation is sent by email, post or by any other medium. Once a Customer receives a Booking Confirmation from Chianti Classic Cars, a Contract for the hire of the Car(s) as detailed in the Booking Confirmation shall come into existence and the parties shall be bound by these Terms and Conditions.

4 HIRE

- 4.1 Once a booking for the hire of a Car(s) has been confirmed in accordance with Clause 3.3, the Customer shall be responsible for paying the Hire Fee in accordance with these Terms and Conditions, and Chianti Classic Cars shall hire the Car(s) to the Customer for the Hire Period.
- 4.2 The Customer shall ensure that they arrive at the Delivery Location on the Delivery Date, in order to collect the Car(s) for the Hire Period. If the Customer fails to arrive at the Delivery Location on the Delivery Date at the time specified in the Booking Confirmation (or within one (1) hour after the agreed time on the Delivery Date), or fails to notify Chianti Classic Cars that the Customer is going to be late in arriving at the Delivery Location, then Chianti Classic Cars shall be entitled to leave the Delivery Location and shall not be liable in connection with any costs, expenses or other liabilities of the Customer due to the Customer's failure to arrive at the agreed time on the Delivery Date at the Delivery Location. In the event of the Customer's failure to arrive at the agreed time on the Delivery Date at the Delivery Location, the Customer shall forfeit the Hire Fee, which shall not be refundable to the Customer.
- 4.3 If the Customer wishes to alter the Hire Period after this has been agreed and confirmed in the Booking Confirmation, then Chianti Classic Cars will use all reasonable endeavours to meet such a request from the Customer, but cannot guarantee availability of the Car(s) booked outside of the Hire Period.
- 4.4 If the Customer wishes to make any changes to the type of Car(s) booked for hire during the Hire Period, or changes to the Hire Period dates, then the Customer must contact Chianti Classic Cars in order to request such changes. Any changes to the hire arrangements (including the Car(s) to be hired and/or the Hire Period itself) must be approved in writing by Chianti Classic Cars and any such changed details will be confirmed by Chianti Classic Cars in a revised Booking Confirmation issued to the Customer.
- 4.5 If the Customer fails to return the Car(s) by the agreed time on the Return Date at the Return Location, then the Customer shall be charged for a further days hire of the Car(s) for each whole day or part day past the agreed time on the Return Date.
- 4.6 If the Customer wishes to return the Car(s) to Chianti Classic Cars before the Return Date, then it shall contact Chianti Classic Cars to discuss and agree the return of the Car(s) prior to the Return Date. The Customer shall not attempt to return the Car(s) without first agreeing an alternative Return Location with Chianti Classic Cars. In any event, the Customer shall be required to pay the Hire Fee for the full Hire Period, even if the Customer is returning the Car(s) prior to the Return Date.
- 4.7 The Customer shall be responsible to Chianti Classic Cars in respect of the Car(s) at the time on the Delivery Date when the Customer collects the Car(s) and for the Hire Period.
- 4.8 Chianti Classic Cars (or its authorised representative) shall inspect a Car(s) upon the return of a Car(s) by the Customer, to check that it is in good condition.
- 4.9 The Customer shall not exceed the stated mileage limit set out on the Booking Confirmation and/or displayed in the Car(s) ("Stated Mileage"). If the Customer notices that the Stated Mileage is about to be exceeded, then the Customer must contact Chianti Classic Cars immediately and should not incur any additional mileage without Chianti Classic Car's consent. Where the Customer exceeds the Stated Mileage, the Customer shall pay to Chianti Classic Cars a sum equivalent to the excess mileage (based on the then current rate for excess mileage of Chianti Classic Cars, as applicable from time to time, per kilometer) immediately, or at the latest on the Return Date of the Car(s). Chianti Classic Cars reserves the right to terminate the hire of the Car(s) where the Customer exceeds the Stated Mileage without obtaining the consent of Chianti Classic Cars.
- 4.10 The hire of the Car(s) is on the basis that the Car(s) will be driven by the Customer within the borders of Tuscany, Italy. If a Customer wishes to drive the Car(s) outside of the Tuscany region, then the Customer must inform Chianti Classic Cars and obtain authorization before the Customer drives the Car(s) outside of the Tuscany region. The reason for this is so that Chianti Classic Cars has the best opportunity to provide the Rescue Services detailed in Clause 4.15 below. The Customer acknowledges that if they do not obtain authorisation from Chianti Classic Cars to drive the Car(s) outside of the Tuscany region (and then only to the extent allowed by Chianti Classic Cars under such authorisation) that Chianti Classic Cars shall not be liable in any way to provide the Rescue Service to the Customer. In addition (and without limiting any other provisions of the Contract) Chianti Classic Cars shall not be liable in respect of the Car(s) in connection with any conditions of roads or driving conditions, and/or suitability of the Car(s) for the Customer's use of the Car(s).
- 4.11 If the Customer wishes to add additional drivers to be able to drive the Car(s) during the Hire Period then the Customer must notify Chianti Classic Cars prior to the commencement of the Hire Period. The Customer acknowledges that even if additional drivers are allowed to drive the Car(s) during the Hire Period, the Contract is in place between the Customer and Chianti Classic Cars and the Customer shall remain liable to Chianti Classic Cars in respect of all payments, charges, costs and other liabilities under this Contract.
- 4.12 The Customer shall be required to pay to Chianti Classic Cars a deposit in the sum specified in the Booking Confirmation to cover damages that may be incurred to the Car(s) during the Hire Period ("Damages Deposit"), unless agreed otherwise between the parties and confirmed in the Booking Confirmation. Where a Damages Deposit is paid by the Customer under this Clause 4.12, Chianti Classic Cars shall be entitled to deduct any sums due to Chianti Classic Cars in respect of damage to the Car(s) or any other sums payable under this Contract. If the Customer pays a Damages Deposit under this Contract, then following the assessment of the Car(s) by Chianti Classic Cars on return of the Car(s) to the Return Location, Chianti Classic Cars will notify the Customer following the assessment of any damage caused to the Car(s) by the Customer during the Hire Period. If there is no damage to the Car(s) during the Hire Period and the Car(s) is in a suitably good condition, then the Damages Deposit shall be refunded to the Customer within 3-5 working days following the Return Date.
- 4.13 The Customer, and any approved additional drivers, must:
- 4.13.1 have in place a full valid EU or international driving licence that covers Car(s) that may be hired by the Customer under this Contract and have held such a driving licence for a minimum period of 5 years prior to the Hire Period; and
 - 4.13.2 be between the ages of 25-70 years old.
- 4.14 A Car(s) will be provided to a Customer with a full tank of fuel. The Customer must return the Car(s) with a full tank of fuel at the end of the Hire Period. If the Customer does not return the Car(s) with a full tank of fuel at the end of the Hire Period, then

Chianti Classic Cars will charge the Customer a fee for refuelling the Car(s), plus the amount of fuel required to make the tank full again ("Refuelling Charges").

- 4.15 The Customer acknowledges that they are hiring the Car(s) for the purposes of their own leisure activities, as a self-drive car hire. The Customer further acknowledges that Chianti Classic Cars will not be sending a member of staff or any other third party with the Customer during the Hire Period. If the Customer experiences a problem with the Car(s) during the Hire Period, then the Customer will contact Chianti Classic Cars to notify it of the problem with the Car(s) and provide as much detail as possible about the problem. The Customer shall not seek to undertake and of the repair work on the Car(s) themselves and shall wait for guidance from Chianti Classic Cars before taking any action in connection with the Car(s). If the Customer does seek to undertake any repair work to the Car(s), then the Customer shall be liable to Chianti Classic Cars for any damage caused to the Car(s) by the Customer. Chianti Classic Cars will send out a rescue truck with a spare car (which shall be of comparable standard, where available), so that the mechanic appointed by Chianti Classic Cars can try and fix the Car(s). The mechanic will endeavour to fix the Car(s), but if the mechanic cannot fix the Car(s), then the mechanic will take the broken Car(s) away and shall leave the Customer with the spare Car(s) for the Customer's continued use for the Hire Period ("Rescue Service"). For the avoidance of doubt, the Rescue Service is included in the Hire Fee.

5 CHIANTI CLASSIC CARS' OBLIGATIONS

- 5.1 Chianti Classic Cars shall use reasonable endeavours to provide the services of hiring the Car(s) for the Hire Period in accordance with these Terms and Conditions and with all reasonable care and skill.
- 5.2 Chianti Classic Cars has maintained the Car(s) to a safe and roadworthy standard, and undertakes that the Car(s) is suitable for hiring as at the Delivery Date.
- 5.3 If Chianti Classic Cars' performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or a another third party, Chianti Classic Cars shall not be liable in respect of any direct or indirect losses howsoever caused.

6 CUSTOMER'S OBLIGATIONS

- 6.1 The Customer shall:
- 6.1.1 co-operate with Chianti Classic Cars in all matters relating to these Terms and Conditions;
 - 6.1.2 look after the Car(s) together with all keys and/or other documentation issued to the Customer in connection with the Car(s);
 - 6.1.3 always lock the Car(s) when the Customer is not using it and use any installed security device fitted or supplied with the Car(s);
 - 6.1.4 be responsible for any damage caused to the Car(s), whether such damage is external or internal, irrespective of whether the Customer has taken out a damages deposit or waiver in connection with the hire of the Car(s);
 - 6.1.5 notify Chianti Classic Cars as soon as the Customer becomes aware of any damage or defects in the Car(s);
 - 6.1.6 pay to Chianti Classic Cars any repairs needed if the Car(s) need more than Chianti Classic Cars' standard valet service, or if the Car(s) has been damaged either inside or outside (whether or not it is the Customer's fault);
 - 6.1.7 be responsible for ensuring that it has collected all belongings it may have in the Car(s) prior to or at the time of returning the Car(s);
 - 6.1.8 have in place all suitable driving licences or other authorisations required in order for the Customer to hire and use the Car(s) for the Hire Period;
 - 6.1.9 comply with all applicable laws in connection with the use and/or hire of the Car(s), including (but not limited to) all relevant driving laws in the country where the use of the Car(s) takes place, as well as having all relevant documentation that may be required in connection with the use and/or hire of the Car(s) as may be required by any relevant authority; and
 - 6.1.10 indemnify Chianti Classic Cars against any losses, claims, costs, expenses, damages and fees (including legal fees) without limitation arising due to the Customer's hire of the Car(s).
- 6.2 The Customer shall not:
- 6.2.1 sell, rent or otherwise dispose of the Car(s) or any parts of it;
 - 6.2.2 let anyone other than the driver(s) indicated on the Booking Confirmation drive the Car(s);
 - 6.2.3 let anyone other than a Classic Chianti Car representative do any repair work or other work on the Car(s), unless with the prior consent of Chianti Classic Cars;
 - 6.2.4 use the Car(s) for any hire or reward, or for any purposes that would be illegal or in contravention of applicable laws;
 - 6.2.5 use the Car(s) whilst under the influence of alcohol, drugs or other substances that may cause the driver to not have full concentration on driving the Car(s); or
 - 6.2.6 use the Car(s) in a way that would cause it damage or overload the Car(s) to an extent that this made the driving of the Car(s) unsafe in any way.
- 6.3 The Customer undertakes to give timely notice of any defects that the Customer notices in the Car(s) at the time of collection of the Car(s), where these are not spotted by Chianti Classic Cars. If the Customer does not give such notice to Chianti Classic Cars, or these are not pointed out and agreed with Chianti Classic Cars at the time of collection of the Car(s), then the Customer shall be deemed to have received the Car(s) in perfect working order.
- 6.4 The Customer further undertakes to return the Car(s) on the Return Date (at the agreed time) at the Return Location in the same condition in which he or she collected the Car(s), save for normal wear and tear judged by the distance travelled, including (but not limited to) tyres, fittings, equipment and interior of the Car(s).
- 6.5 If the Customer fails to return the Car(s) together with all keys or other documentation relating to the Car(s), then the Customer shall be charged for lost keys and/or documentation, together with the replacement of the Car(s) (subject to the provisions of Clause 7) below.
- ## 7 INSURANCE AND RISK
- 7.1 The Customer shall be responsible for having in place a suitable policy of insurance to cover the Customer (and all additional drivers that may be authorised to drive the Car(s) under this Contract) for all losses, liabilities, damages and other responsibilities in connection with their use and/or hire of the Car(s) during the Hire Period.

- 7.2 Notwithstanding Clause 7.1 and without limiting any other provision of this Contract, if the Customer wishes to pay a sum for the benefit of reducing its liability to a fixed sum in the case of damage caused by the Customer (and/or any additional authorised driver) where such damage has been caused due to a collision with another vehicle ("collision damage waiver" or "CDW"), or in respect of theft of the Car(s) ("theft waiver" or "THW") during the Hire Period, then the Customer may pay to CCC a sum of money to cover such agreed damage or loss in connection with the repair or replacement of all or part of the Car(s) in the event such damage or loss occurring to the Car(s) during the Hire Period under the CDW and/or THW. Any such sum shall be agreed with the Customer at the time of booking and will vary depending on the make, model and type of the Car(s) being hired under this Contract and shall be paid by the Customer to cover such damage or loss under the CDW and/or THW ("Waiver"). The Waiver under this Clause 7.2 is subject to the damage or loss covered under the CDW and/or THW being accidental and not being caused by any circumstances detailed in Clause 7.3 below. If the Customer and/or any additional authorised driver causes any loss or damage to a Car(s) during the Hire Period which is not covered by the Waiver (including, but not limited to, the circumstances set out in Clause 7.3 below), then the Customer shall be liable to CCC for such losses, claims, liabilities, damages and expenses incurred by CCC in respect of such liability, whether such liability is covered by the Customer's insurance policy under Clause 7.1 or otherwise. For the avoidance of doubt, any Waiver that the Customer may request to be provided under this Clause 7.2 (if any) is separate to any Damages Deposit paid by the Customer under Clause 4.12, and separate to any policy of insurance that the Customer may have taken out in respect of its liabilities under Clause 7.1.
- 7.3 The Waiver payable under Clause 7.2 (if agreed with the Customer) shall not cover damage caused to tyres and / or glass on the Car(s), nor any activity of the Customer which can be classified (in Chianti Classic Car's entire discretion) as reckless or abusive, or in any way deliberately unsafe to the Customer, the Car(s), any passengers in the Car(s) and/or any other third party, or that is otherwise illegal or such activity incurring charges under Clauses 9.3 or 9.4, or in the following instances:
- 7.3.1 the Customer and/or any additional drivers that may be authorised to drive the Car(s) under this Contract, drive the Car(s) in a reckless manner;
 - 7.3.2 damage to the Car(s) are caused intentionally by the Customer and/or any additional authorised drivers;
 - 7.3.3 the Customer and/or any additional authorised drivers break or disrespect traffic regulations, laws or bye-laws;
 - 7.3.4 the Customer and/or any additional authorised drivers are under the influence of alcohol, drugs or other such substance;
 - 7.3.5 the Customer and/or any third party under the control of the Customer (including any additional authorised driver) fails to put the correct fuel in the Car(s);
 - 7.3.6 damage to the Car(s) is caused due to a breach of the terms of this Contract by the Customer and/or any additional authorised drivers; and
 - 7.3.7 the Customer and/or any additional authorised driver are negligent or reckless in parking the Car(s), or leaving the Car(s) unsupervised, or keeping keys to the Car(s) secure and not in any way that could jeopardise the safety or security of the Car(s).
- 7.4 If the Customer suffers an accident in the Car(s) during the Hire Period, the Customer should not admit liability to any third party, but should take all relevant details of incident (including taking pictures where possible) and obtain contact details of any witnesses in order to deal with any potential claims that may arise as a result of such an incident. If the Customer does suffer an accident in the Car(s) during the Hire Period, then the Customer must complete an incident report form on the return of the Car(s) on the Return Date. The Customer shall remain liable under this Contract even if the Customer fails to complete an incident report form.
- 8 DATA PROTECTION**
- 8.1 Chianti Classic Cars agrees to only process personal data that it receives from the Customer in order to deal with the booking and hire of the Car(s) during the Hire Period, including passing any relevant personal data to relevant authorities in connection with the use and hire of the Car(s).
- 8.2 Chianti Classic Cars shall also use and process the Customer (and any additional drivers named in the booking) in accordance with its Privacy Policy available on its website.
- 9 HIRE FEE AND PAYMENT**
- 9.1 The Customer shall pay the Hire Fee to Chianti Classic Cars in accordance with this Clause 9 and as stated in the Booking Confirmation.
- 9.2 The Customer shall pay to Chianti Classic Cars:
- 9.2.1 where a booking is made more than eight (8) weeks in advance of the Delivery Date, a deposit which is equal to 35% of the Hire Fee on making a booking for the hire of the Car(s), as set out in the Booking Confirmation ("Deposit"), with the balance of the Hire Fee being paid no later than either (8) weeks prior to the Delivery Date ("Balance");
 - 9.2.2 where a booking is made within eight (8) weeks prior to the Delivery Date, the Customer shall be required to pay the total Hire Fee upon booking.
- 9.3 The Customer shall be directly responsible for paying all applicable supplements, charges, city taxes, toll charges, contributions to road fund licences, parking charges or fines, fines for traffic offences or any other charges, costs, taxes, tolls or other payments as may be required by applicable laws or regulations in the country where the Customer is driving or hiring the Car(s). The Customer shall reimburse Chianti Classic Cars in full for any such charges, costs, fines or other tolls that may be levied at Chianti Classic Cars where these have been incurred by the Customer.
- 9.4 The Customer shall reimburse Chianti Classic Cars for the full cost of repairing or replacing the Car(s) if it is damaged or stolen (even if this is not the Customer's fault), or a contracted rate if the Car(s) cannot be rented out again because of required repairs or write-off whilst Chianti Classic Cars is waiting for full replacement value, subject to any risk protection fees paid by the Customer as set out in the Booking Confirmation.
- 9.5 If the Customer is paying by credit card for the Hire Fee or any other charges under this Contract, then providing their credit card details shall constitute authority for Chianti Classic Cars to debit the final total charges required to be paid under this Contract to Chianti Classic Cars, including any charges that may require to be levied in accordance with Clauses 9.3 or 9.4 above.

9.6 Without prejudice to any other right or remedy that the Chianti Classic Cars may have, if the Customer fails to pay the Hire Fee (or any part thereof) to Chianti Classic Cars, Chianti Classic Cars shall be entitled to treat the booking as cancelled and shall retain any monies already paid in respect of the Hire Fee.

10 **LIMITATION OF LIABILITY**

10.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

10.2 Nothing in these Terms and Conditions excludes or limits the liability of either party:

10.2.1 for death or personal injury caused by that party's negligence; or

10.2.2 for fraud or fraudulent misrepresentation.

10.3 Subject to Clause 10.2:

10.3.1 Chianti Classic Cars shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for:

10.3.1.1 loss of profits; or

10.3.1.2 loss of business; or

10.3.1.3 depletion of goodwill or similar losses; or

10.3.1.4 loss of anticipated savings; or

10.3.1.5 loss of goods; or

10.3.1.6 loss of contract; or

10.3.1.7 loss of use; or

10.3.1.8 loss or corruption of data, information and/or Content; or

10.3.1.9 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; or

10.3.1.10 any dissatisfaction in connection with the hire of the Car(s).

10.3.2 Chianti Classic Cars' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the amount of Hire Fee paid by the Customer to Chianti Classic Cars in connection with the hire of the Car(s).

10.4 By agreeing to these Terms and Conditions, the Customer agrees that the Customer is completely responsible for the use and hire of the Car(s) and agrees to fully and effectively indemnify Chianti Classic Cars against all third party claims, costs, losses and/or liabilities relating to this Contract and the Customer's use and hire of the Car(s), including (but not limited to) any loss or damage to the Car(s), together with any damage to other property, or death or injury to any person as a consequence of the Customer's acts or omissions, as well as any breach by the Customer of any of its obligations under this Contract and/or any breach of duties, customs, statutes or regulations which might apply in connection with the hire and/or use of the Car(s) by the Customer.

11 **ENDING THE CONTRACT**

11.1 If the Customer wishes to cancel the Contract prior to the Delivery Date, then the Customer must serve written notice to Chianti Classic Cars (which includes by email), and the Customer shall be subject to the following cancellation charges:

11.1.1 if notice of cancellation is received by Chianti Classic Cars at least thirty (30) days prior to the Delivery Date, then the Customer shall be entitled to a full refund;

11.1.2 if notice of cancellation is received by Chianti Classic Cars within thirty (30) days from the Delivery Date, then the Customer shall be required to pay (or shall not receive a refund of) an amount equivalent to the Deposit payable in respect of such booking.

11.2 Without prejudice to any other rights or remedies to which Chianti Classic Cars may be entitled, Chianti Classic Cars may terminate the Contract immediately without liability to the Customer if the Customer:

11.2.1 commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within seven (7) days of that party being notified in writing of the breach; or

11.2.2 becomes bankrupt; or

11.2.3 commits a criminal offence or breaches any applicable laws.

11.3 Termination of the Contract, however arising shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination, including (but not limited to) the right for Chianti Classic Cars to receive payment of sums due under this Contract.

12 **FORCE MAJEURE**

Chianti Classic Cars shall have no liability to the Customer under the Contract if it is prevented from, or delayed in, performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Chianti Classic Cars or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Chianti Classic Cars or sub-contractors.

13 **GENERAL**

13.1 This Contract, together with any documents, policies or other terms referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

13.2 Any waiver of this Contract shall not be binding on the parties unless set out in writing.

13.3 Chianti Classic Cars has the right to revise and amend these Terms and Conditions from time to time to reflect changes in market conditions affecting its business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements, changes in its system's capabilities or obligations to other third parties, or for any other reason. The Customer will be subject to the policies and Terms and Conditions in force at the time that the Customer enters into a Contract with Chianti Classic Cars (or any renewal of registration with Chianti Classic Cars under these Terms and Conditions in accordance with its terms), unless any change to those policies or these Terms and Conditions is required to be made by law or

government authority (in which case it will apply to the Customer's subscription as from the date of such change), or if Chianti Classic Cars notifies the Customer of the change to those policies or these Terms and Conditions before the Customer subscribes or renews its subscription with Chianti Classic Cars through the Website (in which case Chianti Classic Cars has the right to assume that the Customer has accepted the change to the Terms and Conditions, unless the Customer notifies Chianti Classic Cars to the contrary within seven (7) working days of registration or renewal).

- 13.4 If any provision of this Contract is held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Contract in that jurisdiction shall not be affected and the legality, validity and enforceability of the whole of this Contract shall not be affected in any other jurisdiction.
- 13.5 No term of this Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- 13.6 No failure to exercise, nor any delay in the exercise, by either party to this Contract of any right, power, privilege or remedy under this Contract shall impair, or operate as a waiver of, such right, power, privilege or remedy.
- 13.7 Nothing in this Contract shall constitute, or be deemed to constitute, a partnership between the parties nor, except as expressly provided, shall it constitute, or be deemed to constitute, any party as the agent of any other party for any purpose.
- 13.8 This Contract shall be governed by, and construed in accordance with, English law and each of the parties irrevocably submits to the exclusive jurisdiction of the English courts.

Signature

Date