VETERAN CAR COMPANY LIMITED

CONDITIONS APPLIED TO ALL APPLICATIONS FOR A VCC VETERAN PASSPORT

1. **Company**
The Company is *Veteran Car Company Limited* of Jessamine Court, 15 High Street, Ashwell, Hertfordshire, SG7 5NL

2. **Definitions**
The following terms shall have the following meanings respectively in these Conditions:

2.1.	**"LBVCR"**	The London to Brighton Veteran Car Run
2.2.	**"LBVCR Deadline"**	31st December 1904
2.3.	**"VCC Veteran Agreement"**	The agreement between the VCC Veteran Passport Applicant and the Company arising from the VCC Veteran Passport Application
2.4.	**"VCC Veteran Passport"**	A VCC Veteran Passport issued by the Company in accordance with these Conditions
2.5.	**"VCC Veteran Passport Applicant"**	An applicant for an VCC Veteran Passport
2.6.	**"VCC Veteran Passport Application"**	An application for a VCC Veteran Passport
2.7.	**"RAC"**	The Royal Automobile Club

3. **Application of Definitions**
The definitions in Clause 2 above shall apply to all these Conditions and:
3.1. The Dating Rules set out in the Articles of Association of the Company shall be incorporated in these Conditions in their entirety
3.2. A defined word in the Dating Rules shall have the same meaning in these Conditions.
3.3. The masculine or neuter singular used throughout these Conditions shall include the plural and all genders.
3.4. A defined word shall include the singular and plural versions.
3.5. Words denoting a person shall include a firm or corporation.
3.6. Headings do not affect and are not a guide to the construction of the Clauses beneath them.

4. **Waiver and Applicable Law**
The following shall apply to the VCC Veteran Agreement:
4.1. The functions and practices of the Company which it shall perform for VCC Veteran Passport Applicants are a matter of private contract only between the VCC Veteran Passport Applicants and the Company.
4.2. The VCC Veteran Passport Applicants acknowledge and accept that the Company performs no governmental functions or practices which would be subject to judicial review under Rule 54 of the Civil Procedure Rules (or any rule or procedures replacing or modifying the same).
4.3. The VCC Veteran Passport Applicants individually hereby waive all right to any such judicial review.
4.4. Each VCC Veteran Passport Applicant hereby waives all right of action of any kind against the Company and any individual members of the Dating Advisory Committee and the Editor in respect of:
4.4.1. the process of the dating and identification of a Conveyance;
4.4.2. the contents of any Report;
4.4.3. the result of any Audit;
4.4.4. the result of any Assessment;
4.4.5. any Ruling;
4.4.6. the contents of any Certificate;
4.4.7. any Review;
4.4.8. the withdrawal and cancellation of any Certificate or any certificate issued by the Club in the past;
4.4.9. the issue or contents of any VCC Veteran Passport;
4.4.10 . the failure of the Company to issue any VCC Veteran Passport;
4.4.11. the withdrawal of a VCC Veteran Passport for any reason by the Company;
4.4.12 . the organisation and/or conduct of any Event;
4.4.13. the contents of any publication issued by the Company;
4.4.14. any other function or process of the Board, the Editor, the Dating Advisory Committee or any agent of the Company of any kind.
4.5. No VCC Veteran Passport Applicant shall commence or support any proceedings against the Company or any of its officers, employees or agents under the Fraud Act 2006 or otherwise in respect of any acts or omissions concerning any Motor Car
4.6. These Conditions and all Appendices shall be binding in their entirety upon the VCC Veteran Passport Applicant.
4.7. English Law only shall apply to these Conditions and their entire contents.
4.8. All VCC Veteran Passport Applicants hereby submit to the exclusive jurisdiction of the Courts in

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England in London.

5. **VCC Veteran Agreement**

The VCC Veteran Agreement between the VCC Veteran Passport Applicant and the Company is as follows:

5.1. The VCC Veteran Passport Applicant makes the VCC Veteran Passport Application subject to these Conditions;

5.2. These Conditions are incorporated into the VCC Veteran Agreement between the VCC Veteran Passport Applicant and the Company in their entirety;

5.3. There is no other agreement between the VCC Veteran Passport Applicant and the Company;

5.4. If the VCC Veteran Passport Applicant is more than one person or party its obligations under this Agreement shall be joint and several

5.5. An obligation on any of the VCC Veteran Passport Applicant or the Company to do anything includes an obligation to procure that it is done

5.6. Any restriction or prohibition shall include an obligation not to allow any infringement of that restriction or breach of that prohibition

5.7. It is not intended that any person will be entitled to enforce any provisions of this Agreement who would not have been so entitled but for the Contracts (Rights of Third Parties) Act 1999

5.8. The VCC Veteran Passport Applicant and the Company alone may rescind or vary this Agreement by mutual consent without the consent of any third party

5.9. Submission of the VCC Veteran Passport Application with the fee stipulated from time to time by the Company and acceptance of the same by the Company shall constitute the VCC Veteran Agreement between the VCC Veteran Passport Applicant and the Company

5.10. If the VCC Veteran Passport Application is successful the VCC Veteran Passport Applicant will automatically be granted Associate Membership (as defined in the constitution of the Club) of the Club at no charge. for the period from the date of issue of the VCC Veteran Passport for which the VCC Veteran Passport Applicant applied to 31st December in that year

5.11. Associate Membership of the Club does not entitle the VCC Veteran Passport Applicant to participate in events organized by the Club.

5.12. The VCC Veteran Passport does not make the Conveyance eligible to participate in Club events.

6. **Rules applying to a VCC Veteran Passport Application**

6.1. A VCC Veteran Passport Application may only be made in respect of a Motor Car.

6.2. A VCC Veteran Passport shall only apply to the LBVCR event.

6.3. The Dating Advisory Committee only shall undertake any Research in respect of a Conveyance the subject of a VCC Veteran Passport Application.

6.4. A VCC Veteran Passport Applicant shall make a VCC Veteran Passport Application to the Company on the form stipulated from time to time by the Company and shall pay the fees required by the Company at that time.

6.5. The Company shall be entitled to require the VCC Veteran Passport Applicant to supply to the Dating Advisory Committee such photographs of the Conveyance the subject of a VCC Veteran Passport Application as it shall decide.

6.6. A VCC Veteran Passport Applicant must complete details about the Conveyance in that VCC Veteran Passport Application truthfully and shall not omit any relevant facts or information about the Conveyance which may contribute towards the review of the Conveyance by the Dating Advisory Committee.

6.7. If a VCC Veteran Passport Applicant obtains any information which may make any information contained in a VCC Veteran Passport Application incorrect, the VCC Veteran Passport Applicant shall notify the Dating Advisory Committee immediately.

6.8. If the Dating Advisory Committee ascertains that material omissions have been made or misleading information has been included in any VCC Veteran Passport Application, it shall report that discovery to the RAC for a decision on whether or not the VCC Veteran Passport Application should proceed or be terminated.

6.9. If the VCC Veteran Passport Application is so terminated ,no fee paid by the VCC Veteran Passport Applicant shall be refunded.

6.10. If the VCC Veteran Passport Application is to continue, the Company shall be entitled to require the VCC Veteran Passport Applicant to supply all information previously omitted from the VCC Veteran Passport Application and to correct all misleading information included in it before continuing to consider it.

6.11. The Dating Advisory Committee shall not be obliged to:

6.11.1. consider a VCC Veteran Passport Application;

6.11.2. give any reason for declining to do so.

6.12. If the Company decides not to consider a VCC Veteran Passport Application for any reason or none, it shall refund the fee paid by the VCC Veteran Passport Applicant to the Company and the VCC Veteran Passport Application shall cease.

6.13. If the Dating Advisory Committee decides to consider a VCC Veteran Passport Application, it shall only be obliged to undertake limited Research in respect of the Conveyance the subject of that VCC Veteran Passport Application.

6.14. Such Research shall be subject to the evidential merit and other requirements of the Dating Rules so far as practicable in all the circumstances including the limited time available to undertake research into any Conveyance the subject of a VCC Veteran Passport Application and the temporary and conditional nature of a VCC Veteran Passport.

6.15. The Dating Advisory Committee may issue a VCC Veteran Passport if it has reason to consider that the Conveyance may have been Completed or could have been Completed on or before the VCC Veteran Deadline subject to any further Research which may be necessary subsequently.

6.16. The contents of any VCC Veteran Passport shall include some or all of the following statements (where relevant) that, from the information available to the Company:

6.16.1. *the subject car appears to be of a make and model which may be eligible to participate in the LBVCR;*
6.16.2. *from information in the possession of Veteran Car Company Limited, it appears that some examples of the model may have been completed by the manufacturer before 1st January 1905;*
6.16.3. *the majority of the parts on the subject car appear to comply with the technical specification of that make and model so far as can be ascertained from the limited information available to Veteran Car Company Limited;*
6.16.4. *the alterations and modifications disclosed by the entrant do not appear to be so extensive as to render the car ineligible;*
6.16.5. *as a result, Veteran Car Company Limited is prepared to allocate a speculative date(s) to the car of C[insert approximate date or dates];*

6.17. The VCC Veteran Passport will be issued for a term covering two LBVCR events only and will not be transferrable on a sale or other disposal of the Conveyance.
6.18. The VCC Veteran Passport will not be renewable but, during the period of the VCC Veteran Passport, the VCC Veteran Passport Applicant will be expected to make an Application if the VCC Veteran Passport Applicant wishes to continue entering the car in the LBVCR beyond the two LBVCR events period.
6.19. Where a car is of a make or model which has not previously been entered for the LBVCR or the Company is otherwise not sure that the car is eligible for the LBVCR, the Company is entitled to issue a VCC Veteran Passport if it so decides subject to such further conditions and restrictions as it shall decide.
6.20. The VCC Veteran Passport Applicant may be required to have the Conveyance inspected and to respond to any further enquiries by the Company before, at or after its first LBVCR event.
6.21. Such inspection may take place at the LBVCR event for which the VCC Veteran Passport Applicant has received a VCC Veteran Passport but will not render the entry for that Conveyance in that LBVCR event invalid even if the inspectors report that, as a result of their inspection, there appears to be insufficient positive information to justify the previous issue of its VCC Veteran Passport.
6.22. Where the Company does not have sufficient positive information to support the issue of a VCC Veteran Passport in respect of a Conveyance, it shall notify the RAC and the VCC Veteran Passport Applicant of that fact.
6.23. In those circumstances, the Company shall not be required to issue any form of VCC Veteran Passport but the fee paid by the VCC Veteran Passport Applicant shall not be refunded.
6.24. The conditions attached to VCC Veteran Passport will include the following:
6.24.1. the VCC Veteran Passport only indicates that the subject car seems to be eligible to participate in the LBVCR and must not be relied upon for any other reason;
6.24.2. any date attributed to the car is speculative only and no guide to the date which may be attributed to it if it is subjected to a full dating process by Veteran Car Company Limited under the Dating Rules contained in the Memorandum and Articles of Veteran Car Company Limited from time to time;
6.24.3. the VCC Veteran Passport is temporary and there is no guarantee that the subject car will be issued with a Certificate if submitted to the full dating process by the Company;
6.24.4. the VCC Veteran Passport is not transferrable and does not remain with the car on any such transfer;
6.24.5. any new owner will not be entitled to apply for a VCC Veteran Passport for the car;
6.24.6. the VCC Veteran Passport merely contains an indication of opinion based on the information available and additional information might render the car ineligible for the LBVCR at any time;
6.24.7. the subject car may be inspected at the LBVCR (an application for a VCC Veteran Passport automatically authorises representatives of Veteran Car Company Limited to inspect the car before, during or after the LBVCR) and the VCC Veteran Passport may be withdrawn for any subsequent LBVCR at the sole discretion of Veteran Car Company Limited;:
6.24.8. any such inspection is not in any way a form of safety scrutineering and the VCC Veteran Passport Applicant must be wholly and exclusively responsible for the safety of its vehicle;
6.24.9. the VCC Veteran Passport does not justify the inclusion of the subject car in any other events;
6.24.10. any third parties must not rely on the VCC Veteran Passport and must make their own enquiries into the specification and provenance of the subject car;
6.24.11. interested parties should consult the Veteran Car Company Limited web site for other information on the content and effect of a VCC Veteran Passport and the contents of the Dating Rules of Veteran Car Company Limited which apply to the application for this VCC Veteran Passport.
6.25. The Dating Advisory Committee shall not determine the Date or Identity of a Conveyance the subject of a VCC Veteran Passport Application when considering a VCC Veteran Passport Application.
6.26. The Company may withdraw a VCC Veteran Passport at any time at its sole discretion.
6.27. There shall be no entitlement on the part of a VCC Veteran Passport Applicant to make any Complaint arising from any decision by the Company to:
6.27.1. decline to consider a VCC Veteran Passport Application;
6.27.2. refuse to issue a VCC Veteran Passport for any Conveyance;
6.27.3. withdraw a VCC Veteran Passport at any time;
6.27.4. make a report to the RAC concerning the contents of any VCC Veteran Passport Application;
6.27.5. attribute a speculative date to the Conveyance with which the VCC Veteran Passport Applicant disagrees.
6.27.6. any other action or opinion of the Company of any kind with which the VCC Veteran Passport Applicant disagrees or disputes
6.28. A VCC Veteran Passport shall be and shall remain the property of the Company at all times.
6.29. If after the issue of a VCC Veteran Passport, the VCC Veteran Passport Applicant obtains information which may render the VCC Veteran Passport incorrect in any way, the VCC Veteran Passport Applicant shall immediately notify the Company and provide full details of any errors and any such information.
6.30. If any Conveyance the subject of a VCC Veteran Passport is modified by the VCC Veteran Passport

Applicant or otherwise after the issue of a VCC Veteran Passport, the VCC Veteran Passport Applicant shall immediately notify the Company of all such modifications and provide photographs of the same.

6.31. A VCC Veteran Passport shall:
- 6.31.1. have a photograph of the Conveyance attached to it;
- 6.31.2. be personal to the VCC Veteran Passport Applicant.

6.32. The issue of or refusal to issue a VCC Veteran Passport in respect of a Conveyance shall not bind the Company in any way if or when the Conveyance is the subject of an Application.

6.33. From time to time the Company shall decide at its sole discretion the fee payable by VCC Veteran Passport Applicants when making a VCC Veteran Passport Application and may increase the fee at its discretion at any time.

6.34. In order to avoid wasted VCC Veteran Passport Applications so far as is practicable, the Company may produce, publish and update a list of:
- 6.34.1. makes and models which are ineligible for the LBVCR
- 6.34.2. engine and chassis numbers of makes and models (some of which are eligible for the LBVCR) after which in numerical or time sequence examples of those makes and models will be ineligible

unless compelling evidence to the contrary is supplied by the VCC Veteran Passport Applicant of the various types described in sub-clauses 21.1. and 21.3. only of the Dating Rules

6.35. Any such lists are merely a guide and the Company may revise all such lists from time to time or make exceptions at its sole discretion.

6.36. The VCC Veteran Passport Applicant grants to the RAC and to the LBVCR Organisers a royalty- free and unlimited licence to use, publish and reproduce all photographs, rubbings and documents in any way it decides in connection with the LBVCR.

6.37. The VCC Veteran Passport Applicant agrees that the information provided in this Application and the results of the application may be provided to the organisers of the LBVCR and that it may be used as the formal vehicle information in the LBVCR programme, website and other relevant publications.

6.38. Any speculative date will be shown as e.g. c.1904 (or whatever date is shown in the VCC Veteran Passport) in these LBVCR publications.

6.39. The VCC Veteran Passport Applicant grants to the Company a royalty- free and unlimited licence to use, publish and reproduce all photographs, rubbings and documents in any way it decides.

6.40. The VCC Veteran Passport Applicant also grants the same licence to the Company to retain them for its archives and to use, publish and reproduce them for the purposes of research into the history of this and other vehicles and the dissemination of that research.

6.41. The VCC Veteran Passport Applicant agrees that the information provided in this Application and the results of the application may be used as the formal vehicle information by the Company in published documents, websites and other related materials.

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