

co-cars

The Car Club Co-op

Agreement between Co-Cars Ltd and the User

Revised Jan2010 (v8)

Co-Cars is willing to permit the User to use (and the User agrees to use) designated vehicles on the terms and conditions set forth in this Agreement.

Definitions

Co-Cars - is Co-Cars Ltd; a not-for-profit company limited by guarantee (no. 5232497). Registered office: 17 Warren Rd, Brentor Rd, Mary Tavy, Tavistock, Devon PL19 9PF.

User - anyone authorised by Co-Cars to use a Co-Cars vehicle

Agreement - means this agreement

User Instructions - means the 'Handbook', 'Quick Start User Guide', 'Frequently Asked Questions (FAQ)', and 'Current Car Locations' documents as made available to members through the Co-Cars internet site and in e-mail correspondence. These documents are revised from time to time and revised versions will be sent to members as appropriate.

1. The User's Agreement

1.1 The User agrees to be bound by the terms and conditions as listed in this agreement and acknowledges that Service Provider reserves the right to repossess the vehicle at any time without demand at the User's expense if the terms of this Agreement are breached.

2. Collection

The User agrees that prior to the driving away of the vehicle he/she will:

- 2.1. Record his/her name, booking reference number, departure date, time and vehicle mileage in the logbook, which is always kept in the vehicle;
- 2.2. Inspect the vehicle for any damage either inside or outside the vehicle. Any damage not shown on the previous damage report must be recorded on the next damage report and in the logbook;
- 2.3. The User is only authorised to use the vehicle once the logbook has been accurately filled in (this must include the booking reference valid for this hire period). Any use of the vehicle without prior filling in of the logbook will be deemed as a breach of the terms of this Agreement.

3. Return

- 3.1. The vehicle must be returned by the agreed time and date to the designated collection point as pre-arranged in the diary or with the central reservations, as provided by Co-Cars;
- 3.2. The User agrees to return vehicle keys to the key safe located at the designated vehicle collection point immediately, at the end of each hire;
- 3.3. The User agrees he/she will return the vehicle with all documents and accessories present at the time of collection (see User Instructions for details) (for example

child car seats) and in the same condition as they were on collection;

- 3.4. All extension of vehicle hire requests from Co-Cars must be made prior to the agreed return time for hire and recorded in the logbook.

4. Charges for late return

- 4.1 If the vehicle is not returned by the agreed time and date to the designated collection point, Co-Cars will be entitled to charge the User at the agreed rate (see Co-Cars website for all current tariffs) plus any applicable penalty charges (see User Instructions), until the vehicle is either returned or recovered.

5. Charges for returning the vehicle in poor condition unacceptable to Co-Cars

- 5.1 If the vehicle is not returned to Co-Cars in the same condition as it was on collection Co-Cars will be entitled to charge the User for the cost of valeting, and/or servicing the vehicle (including the cost of spare parts), in addition to the charges arising under clause 9.

6. Other charges

Full details of all the charges to Users are as shown in the current User Instructions.

In accordance with the charges as set out in the current User Instructions, the User shall pay or reimburse Co-Cars on demand the sum of:

- 6.1. The agreed monthly administration fee;
- 6.2. The agreed returnable deposit ;
- 6.3. The agreed rental rate for the period (according to the appropriate membership category; see -Cars website for all current tariffs), including authorised and unauthorised extensions;
- 6.4. Any applicable penalty charges;
- 6.5. All mileage charges relating to the distance travelled whilst the vehicle is in use;
- 6.6. Any fines, penalties, court costs or other expenses imposed on Co-Cars by law, arising from the use of the vehicle while on rent to the User or as a consequence of rent to the User, unless due to Co-Cars's fault, which shall not relieve the User or any other person of direct responsibility to any public authority for his/her unlawfulness;
- 6.7. Co-Cars's costs, including reasonable legal fees and administration charges incurred in collecting amounts due from the User under this Agreement;
- 6.8. Any amounts due under any clauses in this agreement relating to the loss or damage to the vehicle;
- 6.9. Any sums incurred by Co-Cars in connection with the recovery of the vehicle, or otherwise incurred by Co-Cars due to the User acts or omissions.

7. Responsibility of the User

- 7.1. The User is responsible for first £25 of any minor damage (defined as damage costing less than £400 to repair) howsoever caused. In the event that the damage is not reported to Co-Cars by the User the contribution shall be up to £100.
- 7.2. The User is responsible for the first £100 of any costs to replace (not repair) the windscreen. The preferred company to repair or replace is RAC Auto Windscreens.
- 7.3. The User is responsible for the first £100 of any claim on the Car Club insurance, howsoever caused.
- 7.4. The User is responsible for the first £100 towards any costs related to the theft of the vehicle whilst in their custody or control, if no negligence is proved. This contribution will be increased to £250 if the User is found in Co-Car's discretion to have been negligent by failing to comply with the User Instructions.

8. Care of the vehicle

- 8.1. The User must look after the vehicle, making sure it is locked and secure when not in use, use the correct fuel, and set and use any security device fitted
- 8.2. The User must check the oil and water on collection, and subsequently on a daily basis
- 8.3. The User must inspect the tyres on a daily basis, and ensure that they are inflated to the correct pressure at all times
- 8.4. The User is responsible for keeping the vehicle sufficiently supplied with the correct fuel (see User Instructions) and recording any fuel purchased in the logbook, and ensuring that the vehicle interior is left clean and tidy before it is returned

9. Conditions of use

- 9.1. The User must not allow the vehicle:
 - 9.1.1. to be used to smoke in;
 - 9.1.2. to be used to carry passengers or cargo for remuneration (it is however permitted to share the cost of hire with passengers);
 - 9.1.3. to be used to propel or tow any vehicle, trailer or other object without the prior written agreement of Co-Cars ;
 - 9.1.4. to be used to take part in any race, rally, pace-making, trials, speed testing or other contest;
 - 9.1.5. to be used for motor trade use;
 - 9.1.6. to be used while the driver is under the influence of alcohol, drugs, or any other substance impairing their consciousness or ability to react;
 - 9.1.7. to be used in contravention of any traffic regulations – note that committing any traffic offence, other than those listed in section 13.1.3 is a violation of this agreement;
 - 9.1.8. to be driven by any other person (including any

other User) who has not first been authorised by Co-Cars and added to Co-Cars Agreement;

- 9.1.9. to drive or be driven outside England, Scotland, and Wales without permission and documentation from Co-Cars;
- 9.2. Failure to comply with the conditions of use may result in the charge of penalty payments or the recovery of the vehicle without notice at the User's expense.
- 9.3. The User agrees to notify Co-Cars immediately (or at least 48 hours before the next booking, in any event) if any of the following events occur:
 - 9.3.1. The User is involved in an accident involving a vehicle that he or she is driving (whether or not a Co-Cars vehicle);
 - 9.3.2. The User's driving licence is endorsed, and the User agrees to provide their licence with the schedule of endorsements to Co-Cars for copying;
 - 9.3.3. The User's occupation changes to that of a restricted occupation (as defined in clauses 13.1.5, 13.1.6, 13.1.7, 13.1.8);
 - 9.3.4. The User suffers from a health related complaint that restricts their ability to drive safely.
- 9.4. In the event that changes of status occur which affect eligibility the Users membership will be suspended, unless renewed approval can be obtained under special conditions.
- 9.5. The User agrees that he/she has read and understood the User Instructions and the procedures contained therein, and the conditions relating to the use of the vehicle, the security of the vehicle, and the use and care of the keys for the vehicle.

10. Insurance and eligibility of membership

- 10.1. Membership shall only be available to members of the public who:
 - 10.1.1. Are over the age of 21;
 - 10.1.2. Are full driving licence holders, who have held their licence for a minimum of 12 months;
 - 10.1.3. Have not been disqualified from driving in the ten years prior to the date of application;
 - 10.1.4. Have not had insurance declined or cancelled or renewal refused;
 - 10.1.5. Are not professional sports people or professional entertainers;
 - 10.1.6. Or who are corporate entities deemed acceptable by Co-Cars at its sole discretion.
- 10.2. Co-Cars has insurance coverage for the persons using the vehicle with their permission (and not otherwise) in accordance with an Automatic Liability Insurance Policy (see User Instructions). This policy meets all applicable statutory requirements and protects the

owner and/or authorised driver of the vehicle **against any legal claims from third parties** for personal injury or material damage caused by the use of the vehicle.

- 10.3. Where the User is a corporate body, they may enter into their own policy of insurance, provided that it is with a reputable insurance company approved in writing in advance by Co-Cars, and their insurers, and on terms acceptable to Co-Cars, and their insurers. Documentary evidence of the insurance policy must be provided.
- 10.4. The User waives all rights to and agrees that Co-Cars or persons acting on its behalf will conduct negotiations and agree any settlement with the insurers and that any monies in respect of vehicle loss or damage will be paid to Co-Cars or such persons as Co-Cars may direct.

11. Accidents

- 11.1. The User must report any traffic accident, loss, damage, or theft to the police immediately and to Co-Cars as soon as practically possible, which would normally be within 6 hours; the police reference number allocated must be provided.
- 11.2. The User must not admit liability or guilt in the event of an accident, or promise to pay any third party, or attempt any repair. A Service Provider accident or theft report form must be fully completed on request. If the User does not comply with this request, insurers may refuse the claim.
- 11.3. The User agrees to co-operate with Co-Cars and its insurers in any investigation or subsequent legal proceedings

12. Personal property

Co-Cars is not liable to the User or any passenger for loss or damage to property left in the vehicle either during the period of hire or thereafter. Such property is left entirely at the User's or passenger's own risk. Users are not covered by Co-Car's insurance for the theft of possessions or valuables from the vehicles.

13. Personal data

The User consents to the computer storage and processing of the User's personal data by Co-Cars in connection with this Agreement and to the transmission of this data for the purposes of Co-Car's legitimate interests including statistical analysis, marketing of our services and credit control. If the User breaches this Agreement, the User's personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.

14. Indemnity

To the extent allowed by law:

- 14.1. The User agrees to indemnify and hold Co-Cars harmless against any claims in connection with operation of the

vehicle, any damages suffered by, including without limitation, the fines and other consequences referred to in clause 5 above, or any matters which are the consequences of the User's acts or omissions.

- 14.2. Co-Cars expressly disclaims any liability for damage or loss of any kind suffered by the User or any third party, unless it has been proven that Co-Cars is at fault.

15. Co-Cars's obligations

- 15.1 Co-Cars agrees to be bound by the terms and conditions as listed in this agreement and acknowledges that the User reserves the right to terminate the agreement at any time without demand at Co-Car's expense if the terms of this Agreement are breached.

Full details of all the services provided to Users are shown in the current User Instructions.

Co-Cars agrees to provide the minimum service provision, which is defined as follows:

16. Vehicle Provision

- 16.1. Co-Cars, will ensure, as far as is reasonably possible and in accordance with the Agreement, that the vehicle is in a roadworthy condition.
- 16.2. Vehicles are made available (according to the agreed terms and conditions) to Users from the designated parking stations from the booked start time, and are accessed by the use of a vehicle key which is to be collected from a designated safe (see User Instructions for details). Once the vehicle has been checked for external damage and internal neglect, and relevant details of condition, mileage and length of booking have been entered in the logbook, a User can then use the vehicle in accordance with the agreed terms and conditions.
- 16.3. Co-Cars ensures that the vehicles are in a roadworthy condition and are regularly serviced. In the event of a vehicle breakdown occurring, and once the User has requested assistance (as set out in the User Instructions), a designated breakdown Service Provider will attend to the vehicle (according to the terms and conditions as arranged with Co-Cars).
- 16.4. Vehicles can be booked via a Service Centre. The Service Centre can be contacted at specified times (see User Instructions) for bookings, general enquiries, reporting theft, or damage of any other nature using the contact details shown in the current User Instructions. To access a vehicle, bookings must be made in advance according to the terms and conditions set out in the User Instructions. If the User's requirements cannot be met, the Service Centre will endeavour to offer an alternative but cannot guarantee to meet all the User's requirements.

17. Changes to this Agreement

- 17.1 Any changes to the terms and conditions of this Agreement will be notified to the User by Co-Cars and accepted by the user.

18. Term of this agreement

- 18.1 This Agreement shall remain in force for a period of at least six months. Co-Cars must give at least one month's notice of their intention not to renew the Agreement.
- 18.2 This Agreement may be terminated with immediate effect by the User in the event that Co-Cars breaches any of the terms of this Agreement.
- 18.3 This Agreement may be terminated with immediate effect by the User in exceptional circumstances with the agreement of Co-Cars.
- 18.4 This Agreement will be terminated if superseded by a new contract between the User and a new Service Provider (in agreement with Co-Cars and the User).

19. Law and jurisdiction

- 19.1 Any proceedings arising in connection with this Agreement shall be submitted to the non-exclusive jurisdiction of the competent court in the county of registration of the vehicle. The applicable law in any proceedings will be the law of the courts of England, Wales and Scotland.

20. Assignment

- 20.1 The User shall not be entitled to assign or otherwise transfer any of its rights or obligation under this Agreement.

Co-Cars Ltd

A not-for-profit company limited by guarantee (no. 5232497).

**Registered office:
46 Majorfield Road,
Topsham, Devon EX3 0ES**

Tel: 0845 345 2544