

FOREST ROW CAR CLUB (FRCC)

Terms & Conditions - Mar 2019

1. The Member's Agreement

The Member in submitting a signed driver declaration form agrees to be bound by the terms and conditions as listed in this agreement and acknowledges that FRCC reserves the right to repossess the vehicle at any time without demand at the Member's expense if the terms of this Agreement are breached.

2. Collection

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

a. Inspect the vehicle for any damage either inside or outside the vehicle. Any damage not shown on the previous damage report must be recorded and reported to the FRCC.

3. Return

a. The vehicle must be returned by the agreed time and date to one of the designated parking spaces as provided by FRCC;

b. The Member agrees to return vehicle keys to the designated storage and to remove all personal possessions.

c. The Member agrees he/she will return the vehicle with all documents and accessories present at the time of collection and in the same condition as they were on collection.

4. Penalty Charges

4.1 If the vehicle is not returned by the agreed time and date to one of the designated parking spaces FRCC will be entitled to charge the Member at an out of booking rate as set by FRCC (currentl £12/hr) plus a penalty charge of £50, until the vehicle is either returned or recovered.

4.2 If the member takes a car other than that booked or takes a car with no booking, FRCC will be entitled to charge the member a penalty of £50.

4.3 If the member does not cancel a booking that they do not wish or are unable to make use of they will be charged for the booked period and FRCC will be entitled to charge the member a penalty of £50.

5. Charges for returning the vehicle in poor condition unacceptable to FRCC

If the vehicle is not returned to FRCC in the same condition as it was on collection FRCC will be entitled to charge the Member for the cost of valeting, and/or repairing the vehicle (including the cost of spare parts).

6. Other charges

The Member shall pay or reimburse FRCC on demand the sum of:

a. Any agreed returnable deposit;

- b. The agreed rental rate for the period;
- c. Any applicable penalty charges;
- d. All mileage charges relating to the distance travelled whilst the vehicle is in use;
- e. Any fines, penalties, court costs or other expenses imposed on FRCC by law, arising from the use of the vehicle while on rent to the Member, unless due to FRCC's fault, which shall not relieve the Member or any other person of direct responsibility to any public authority for his/her unlawfulness;
- f. FRCC's costs, including reasonable legal fees and administration charges incurred in collecting amounts due from the Member under this Agreement;
- g. Any amounts due under any clauses in this agreement relating to the loss or damage to the vehicle;
- h. Any sums incurred by FRCC in connection with the recovery of the vehicle, or otherwise incurred by FRCC due to the Member's acts or omissions.

7. Responsibility of the Member

7.1 The Member is responsible for the first £350 of any loss or damage howsoever caused, comprising the insurance XS and a penalty to reflect loss of revenue and the time spent effecting repairs.

7.2 The Member is responsible for the first £350 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 £500 if the Member is found in FRCC's discretion to have been negligent.

8. Care of the vehicle

8.1 The Member must look after the vehicle, making sure it is locked and secure when not in use.

8.2 The Member must check the oil and water on collection if this is indicated by dashboard lights.

8.3 The Member must inspect the tyres on a daily basis, and ensure that they appear correctly inflated.

8.4 The Member is responsible for keeping the vehicle sufficiently supplied with the correct fuel, preferably using the supplied fuel card and ensuring that the vehicle interior is left clean and tidy before it is returned.

9. Conditions of use

9.1 The Member 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 unless the vehicle is fitted with a towbar;

9.1.4 to be used for motor trade use;

9.1.5 to be used while the driver is under the influence of alcohol, drugs, or any other substance impairing their consciousness or ability to react;

9.1.6 to be used in contravention of any traffic regulations;

9.1.7 to be driven by any other person who is not also a member of FRCC;

9.1.8 to drive or be driven outside England, Scotland, and Wales without permission from FRCC.

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 Member's expense.

9.3 The Member agrees to notify FRCC immediately if any of the following events occur:

9.3.1 The Member is involved in an accident involving a vehicle that he or she is driving (whether or not a FRCC vehicle);

9.3.2 The Member's driving licence is endorsed, and the Member agrees to provide their licence with the schedule of endorsements to FRCC for copying;

9.3.3 The Member develops a medical condition or disability that requires notification to the DVLA or a pre-existing condition or disability worsens.

9.4 In the event that changes of status occur which affect eligibility the Members membership will be suspended, unless renewed approval can be obtained under special conditions.

10. Insurance and eligibility of membership

10.1 Membership shall only be available to members of the public who:

10.1.a are at least 21 years of age;

10.1.b have held their full driving licence for a minimum of 24 months. Additionally, in accordance with DVLA rules, non-EU licence holders may only drive for 12 months since becoming resident in the UK;

10.1.c holds a licence that bears their current address and for photocard licenses, a current photo;

10.1.d have no more than one accident insurance claim in the last THREE years;

10.1.e have not been convicted of an offence in connection with the driving of a motor vehicle or motorcycle, other than parking, in the last three years, and whose licence contains no more than 6 penalty points and no disqualification within the last five years. 'Spent' convictions, covered by the Rehabilitation of Offenders Act 1974 may be disregarded;

10.1.f have not had insurance declined or cancelled or renewal refused;

FRCC has insurance coverage for the persons using the vehicle with their permission (and not otherwise) in accordance with an Automatic Liability Insurance Policy. 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.

10.2 The Member waives all rights to, and agrees that Ashburton Cooperative Transport (the principal insured) 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 FRCC or such persons as FRCC may direct.

11. Accidents

11.1 The Member must report any traffic accident involving personal injury or theft to the police immediately and all accidents to FRCC as soon as practically possible, which would normally be within 24 hours; the police reference number allocated must be provided.

11.2 The Member must not admit liability or guilt in the event of an accident, or promise to pay any third party, or attempt any repair. If the Member does not comply with this request, insurers may refuse the claim.

11.3 The Member agrees to co-operate with FRCC and its insurers in any investigation or subsequent legal proceedings.

12. Personal Property

FRCC is not liable to the Member 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 Member's or passenger's own risk. Members are not covered by FRCC's insurance for the theft of possessions or valuables from the vehicles.

13. Personal Data

The Member consents to the computer storage and processing of the Member's personal data by FRCC in connection with this Agreement and to the transmission of this data for the purposes of FRCC's legitimate interests including statistical analysis, marketing of our services and credit control. The Member consents to being contacted by FRCC on FRCC business via any means available to them. If the Member breaches this Agreement, the Member'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 Member agrees to indemnify and hold FRCC and MOORCAR (Ashburton Cooperative Transport) 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 Member's acts or omissions.

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

15. FRCC's Agreement

FRCC agrees to be bound by the terms and conditions as listed in this contract and acknowledges that the Member reserves the right to terminate the agreement at any time without demand at FRCC's expense if the terms of this Agreement are breached.

FRCC agrees to provide the minimum service provision, which is defined as follows:

16. Vehicle Provision

16.1 FRCC will ensure, as far as is reasonably possible and in accordance with the Agreement, that vehicles are in a roadworthy condition and are regularly serviced;

16.2 Vehicles are made available to Members from the designated parking stations from the booked start time, according to the agreed terms and conditions and when made possible by the return of the vehicle by a previous user and are accessed by the use of a key made available to the Member.

17. Changes to this Agreement

Any changes to the terms and conditions of this Agreement will be notified to the Member by FRCC and deemed to be accepted by the Member unless FRCC is otherwise notified.

18. Term of this agreement

18.1 This Agreement shall remain in force for a period of at least one year.

18.2 This Agreement may be terminated with immediate effect by FRCC in the event that the Member breaches any of the terms of this Agreement.

18.3 This Agreement may be terminated with immediate effect by the Member in the event that FRCC breaches any of the terms of this Agreement.

18.4 This Agreement may be terminated with immediate effect by the Member in exceptional circumstances with the agreement of FRCC.

18.5 This Agreement will be terminated if superseded by a new contract between the Member and FRCC (in agreement with FRCC and Member named in this contract).

19. Law and jurisdiction

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

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