

Llanidloes and District Car Club Agreement

1. The cars

| Model | Type | Fuel | Owner |
|-----------------|-----------|--------|----------------|
| VW Lupo | Hatchback | Petrol | Bob Spencer |
| Ford Focus | Estate | Petrol | Linda Hallett |
| Renault Clio | Hatchback | Petrol | Des Richardson |
| Peugeot Partner | Van | Diesel | Andrew Capel |

2. Committee members

Coordinator: Andrew Capel:

Chair and Treasurer: Orysia Turkoniak:

Secretary: Bob Spencer:

3. Certificates

The Car Club shall ensure that at all times the vehicle has a valid tax disc, MOT certificate and appropriate insurance for legal use on the public road. The keeper shall ensure the vehicle is properly serviced and take all necessary steps to ensure the vehicle is roadworthy. However, each driver is independently responsible for the vehicle while they are using it. Each driver is individually responsible for parking tickets, speeding fines, other traffic offences or penalties and non-insured losses or damage incurred by them while using the vehicle.

4. Trip record book

Each member shall complete the trip record book appropriately and sign it for every trip made. Before starting any trip in the vehicle, each member will check the trip record book entry of the previous user to see if any defects have been noted. Damage or defects should be noted in the trip record book so that the next driver is made aware of the vehicle's condition and report it to the club chairperson at the earliest opportunity. Each member shall record the start and end mileage as well as costs incurred in refuelling or other costs incurred e.g. oil, windscreen wash etc. and submit to the treasurer for crediting to their account. This book will also contain columns for comments/concerns and action taken.

5. Operation of vehicle

Each driver will make themselves familiar with the operation and handling characteristics of the vehicle so that they use it in a safe and correct manner. No member shall use the vehicle if they believe it to be unroadworthy.

6. Location of vehicle

You will be informed of the locations of each car club vehicle. A vehicle shall be returned to its designated location after every use except by prior arrangement between car club members.

7. Keys

Keys are located at XXXXXX in a locked cabinet. Each member will be given the combination code to the key cabinet. There will be a key book for signing in and out, together with columns for the date and time. If the combination code becomes known to anyone outside the club, a member of the committee must be notified asap.

8. Booking arrangements

Booking use of a car is done using the internet or by phone in advance of usage. When making a booking each driver will check when the next booking is due to start and do their best to ensure the vehicle is returned by that time. Each driver will notify the booking system of cancelled bookings. It is permissible for a driver to ask for use of the car within an existing booking. This is entirely at the discretion of the driver with the existing booking. Two people will be nominated at any one time to take bookings by phone; these will be posted to the website.

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9. Refuelling

The car should always be returned with the fuel tank at least one-quarter full. When the car needs more fuel, the driver should pay for it and get a receipt from the petrol station. The driver then notes in the trip record book the amount bought and gives the receipt to the treasurer or clip it to the back of the Trip Record Book so that they can be credited with the amount spent.

10. Recovery service

Roadside Assistance and At Home Assistance is covered by the service. The certificate of cover and the membership card must be kept in the glove compartment of the car at all times.

11. Driving of the vehicle

In an emergency a non-member with appropriate insurance may drive the vehicle. Otherwise the vehicle may not be lent to anyone who is not a member of the car club.

12. Insurance increases

Increases due to accidents shall be the joint responsibility of all members of the car club. However any excess payment, which becomes due at the time of an accident, will be the responsibility of the driver using the car at the time of the incident.

13. Cleaning/maintenance of the vehicle

The vehicle should always be returned with the interior in a clean condition. The vehicle will be washed as and when necessary. Every last day of the month or the nearest day following, a person nominated by the committee will check and correct the tyre pressures, oil, water and washer fluid levels. This will be entered into the Trip Record Book alongside the mileage.

14. Charges

Car club members will be charged a flat mileage rate which is determined by the Committee from time to time. The current rate is 35p per mile.

15. Monthly statement

At the end of every month all drivers will be sent a statement of the number of miles driven based on their entries in the Trip Record Book. Members shall pay any outstanding amounts into the Club account within 7 days of receipt of their statement. Each member will be credited for fuel bought, minor running repairs etc. providing receipts are submitted to the treasurer.

16. Bank account

The car club bank account is with the Co-operative Bank. The account number is XXXXXXXX, the sort code is XXXXXX. Please use these details in order to pay via the internet or using telephone banking.

17. Outstanding Debts

Should money owed by a member(s) of the Car Club be deemed unreasonably outstanding (i.e. long delay, ignoring frequent reminders, other situation leading to any question about payment) then the Car Club shall send a final demand, specifying 5 working days notice for payment.

At the same time the Officer operating for the Car Club shall inform the relevant person(s) of the range of actions available to the Car Club. These include:

- Application to the Small Claims Court for recompense.
- For larger amounts application to the County Court for a judgement.
- Informal "Name and Shame" procedures (i.e. informing all Car Club members of the outstanding amount and the person(s) concerned, as any outstanding debt will have to be borne by all members in higher charges.
- Public "Name and Shame" procedures, informing any interested parties of the default.
- In extreme cases winding up or bankruptcy procedures should be considered.

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It is not the policy of the Car Club to abandon bad debt; rather, on principle, it is in the interests of the Car Club to pursue any debt in all possible ways over the long term, to ensure the best possible defence of the interests of Car Club members now and in the future.

18. Late return of a car or keys

1. The offending person will be charge a penalty fee of £20, which will be added to their account. The car club will retain this in its general fund.
2. If the member who has been kept waiting, has incurred costs, these cost have to be reimbursed personally by the offending person. This is in addition to the penalty fee of mentioned in 1.
3. If the car/key is late in being returned and it is due to adverse road conditions, accident, breakdown or illness – then the Car Club, from its own funds, will reimburse the member if they have incurred costs due to the late return of the car. The maximum payout will be £100 per claim.
4. Any member incurring costs should be able to provide a signed written statement with details of their costs for purposes of the car club books. This does not need to include any personal details, which the member would not want disclosing.

19. Members personal possessions

Members must not leave any of their personal possessions in the car after they return the keys. If you do, the Car Club, its Committee and members cannot be held responsible if any such items get damaged or lost as a consequence.

20. Returnable deposit

On joining the car club each member shall pay a sum of £100 into the club's bank account to cover the cost of the insurance excess. Should an accident occur and a member's deposit is required, the member must pay another £100 into the club's bank account before being able to continue to use the car. If at this point the member decides not to continue then their account will be tallied and any outstanding amounts settled as soon as possible,

21. Repairs

All users of the Car Club cars are responsible for making sure that the cars remain roadworthy. If repairs are required then the member should either get them done or contact a member of the committee if there is any doubt. If costs are incurred then a receipt must be obtained and passed to the treasurer or clipped to the back of the Trip Record Book so that they can be credited with the amount spent.

22. Breach of agreement

If any member breaches this Agreement a special meeting of the members shall be called to resolve the issue.

23. Notice period

Any member wishing to leave the Car Club will give one months notice.

24. Refunds

Any member leaving the club shall, after paying any outstanding debts, be refunded their deposit.

25. Disbanding the car club

In the event of the Club being disbanded outstanding credit shall be allocated to an environmental charity as agreed by the members.

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Declaration

I acknowledge that during the period of my use of the above vehicle for the purposes of sections 64, 65, 67 and 68 of the Road Traffic Offenders Act 1988 (or equivalent legislation in Scotland and as amended or replaced by subsequent legislation or orders) I shall be liable as driver of the above vehicle in respect of any of the offences or any excess charge mentioned in Clause 6 of this agreement.

I hereby agree to use the above vehicle on the terms and conditions set out in this Agreement and on the insurance policy.

I indemnify the other parties to this agreement from all costs, claims and damages arising out of my use of the above vehicle except in so far as such costs are recoverable under the insurance policies covering such liabilities.

Signed:

Name:

Phone Numbers:

Home

Work

Mobile

Email:

Date: