

Llani Car Club CIC Members Agreement

1. Definitions used in this document

The Club refers to the Llani Car Club CIC

The Coordinator refers to the person appointed by the Directors who runs the Club on a daily basis

2. Use and destruction of your personal information

The information we ask you for is necessary in order to run the club. It may be used for any or all of the following purposes:

- I. to check that you can be covered by our insurance to drive the Club cars
- II. to be able to contact you in relation to a booking you made
- III. to send you a bill for when you use a car, our preferred method is by email
- IV. to allow other members to contact you with regards to your booking
- V. inform the relevant authorities if we receive a notification of a driving offence such as, but not limited to speeding and parking
- VI. keep you up to date about the cars and the club via email, usually no more than one a month.

We will destroy your current completed membership form when it is no longer valid. This will either be when you renew your membership after a year or when you decide to leave the club. When you leave the club any information we hold about you on our database will be anonymised within 4 months of you leaving providing any outstanding amounts having been paid.

3. Membership Categories

Full membership of the Association is open to people of 25 years and over who are interested in furthering the work of the Association and who have paid the annual subscription as laid down from time to time by the Directors of the Company. All members of the Club shall be entitled to vote its General Meetings.

- Full membership This is for people who want to use the cars and who pay the Insurance Excess required at time of joining (see Clause 5 below) and who abide by the Membership Rules given on becoming a full member.
- Family Membership This is a sub-category to Full membership, which allows two or more Full members to only pay one Excess Insurance Premium. This means that only one person in the family can drive a Club vehicle at any one time.
- Affiliated membership is available at the discretion of the Directors for people joining the Club who have no desire or rights to drive the Clubs' cars but who are committed to the furtherance of the objectives of the Club.

4. Membership fee and deposit

There is an annual fee of £30 for full membership and £10 for each subsequent family member. A deposit of £150 is also required and may be used to cover the cost of the insurance excess if an accident occurs and a claim against our insurance is made. It also may be used to pay for repairs caused by you or any family members, even if no claim is made against the insurance policy. Membership fee(s) and deposit are due on joining the Club.

Should an accident occur and your deposit is required, you must pay another £150 into the Club's bank account before being able to continue to use the car club cars. If at this point you decide not to continue then your account will be tallied and any outstanding amounts settled as soon as possible. Membership fees are non-refundable.

5. Charges

Club members will be charged a flat mileage rate which is determined by the Directors from time to time. The current rate is 23p per mile plus £1 for each hour or part thereof capped at £18 per 24 hours.

6. Certificates

The Club shall ensure that at all times the vehicles are taxed, have valid 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.

7. Fines

Each driver is individually responsible for parking tickets, speeding fines, other traffic offences or penalties and non-insured losses or damages incurred by them while using the vehicle. If a notification of an offence is received the coordinator will check to see who had booked the car on that day and check with them first before notifying the authorities who was the driver of the car at the time of the offence.. In the case of notification of a Parking Fine, the Club reserves the right to pay the fine immediately, in full, in order to protect the Club from receiving further correspondence and any civil proceedings. The Club will then inform whoever had booked the car at the time and request immediate payment of the fine. If payment is not received within 30 days, the member will forfeit their deposit and will no longer be a member of the Club.

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8. 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 coordinator at the earliest opportunity. Each member shall record the date, time and mileage at the start and again on returning the car. Also, any costs incurred in refuelling or other costs incurred e.g. oil, windscreen wash etc. should be recorded so that they can be credited to their account. The book also contains space for comments and concerns.

9. 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 un-roadworthy.

10. Location of vehicle

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

11. Keys

Keys are located in locked mini cabinets. 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, the coordinator must be notified ASAP. There is a notebook for each car in the large cabinet, each time you take or return the keys you must enter your name, the date and time and whether you are coming in or out. Failure to do so could entail a penalty fee of £20, which will be added to your account. The Club will retain this in its general fund.

12. 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.

13. Refuelling

The petrol cars should always be returned with the fuel tank at least half 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 places it in the folder in glovebox so that they can be credited with the amount spent.

14. Lack of care or negligence

It is the responsibility of every member to leave the car for the next person in a usable state. Problems and faults that occur while the car is in a member's care should be addressed. This might involve calling out the authorised Rescue Service or reporting the fault to the Coordinator. On no account should a car be left for the next user to inherit the problem.

Should members render a car unusable due to lack of care and/or negligence they will be liable for any costs incurred. This may include such occurrences as:

- Flattened battery due to lights left on
- Car left unusable with fault not addressed (e.g. flat tyre, cracked windscreen, etc.)
- Car out of fuel or electric.

Also, smoking is not allowed in any of the cars. If a car needs to be cleaned due to a member smoking in it, that member will be charged for the cost of cleaning.

15. Repairs and rescue

The Club has set procedures for addressing car failures and problems. These are detailed in every Trip Record Book in each vehicle. These procedures are funded by the Club and should be followed. Should members call on alternative sources for repair and rescue not funded by the Club then members must expect, in normal circumstances, to meet such costs in full.

Other than by prior arrangement members must not arrange for invoices to be submitted to the Club. Such invoices will not be paid and will be returned to the member for payment.

16. In the event of a Club car being 'written off' by the insurance company due to an accident the following conditions will apply

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- All monies paid by the insurance company and the deposit/excess from the responsible party will be passed on to the owner(s) of the car. The responsible party will have to reapply and pay another deposit if they wish to continue as a member.
- The Coordinator will liaise with the insurance company and will complete all appropriate paperwork
- The owner(s) will sign to say that they are happy with the settlement and release the Club from any further claim or responsibility.
- In the event of dispute or disagreement the matter will be decided by a vote of the membership.

17. Recovery service

All cars have full breakdown recovery assistance, details of which are kept in the Trip Record Book. The certificate of cover and the membership card must be kept in the Trip Record Book, which is in each car.

18. 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 Club.

19. Insurance increases

Increases due to accidents shall be the joint responsibility of all members of the 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.

20. Cleaning and maintenance of the cars

The cars should always be returned with the interior in a clean condition. The car will be washed as and when necessary. Once a month, a qualified mechanic nominated by the Directors 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. There will also be 6 monthly checks and an annual service carried out by a qualified mechanic.

21. 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 coordinator.

22. Disputes Procedure for mileage numbers and bills

1. If you think your bill is not correct please identify precisely what amount you are in dispute about and pay the whole of your bill promptly.
2. A dispute should not be used as a reason for not paying the total of your bill.
3. If you have a dispute please list the mileages or receipts to justify your disagreement to the Club Coordinator.
4. The Club will swiftly reimburse any overpayment by members or credit it to their account if they agree.

Members are reminded that it is in their own interest to keep accurate records of their own mileages and receipts for fuel. Club payments need to be made promptly for the club to function effectively.

23. Outstanding Debts

If you are unable to pay your bill within 7 days, please inform the Coordinator and agree another date. If you do not contact the coordinator and your bill remains unpaid after two attempts to contact you by phone have failed, you will be charged an extra 5% of the total outstanding.

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

At the same time, the Coordinator shall inform the relevant person(s) of the range of actions available to the 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 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 could be considered.

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

24. Late return of a car or keys

1. The offending person will be charged a penalty fee of £20, which will be added to their account. The Club will retain this in its general fund.
2. If the member who has been kept waiting, has incurred costs, these costs 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 Club, from its own funds, will reimburse the member if they have incurred costs due to the late return of the car. The maximum pay-out 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 Club accounts. This does not need to include any personal details, which the member would not want disclosing.

25. Members personal possessions

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

26. Repairs

All users of the Clubs' 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 the coordinator if there is any doubt. If costs are incurred then a receipt must be obtained and passed to the coordinator or placed in the folder in the glovebox so that they can be credited with the amount spent.

27. Bank account

The Club bank account is with the Co-operative Bank. Account no. 65789030. Sort code 089299

28. Breach of agreement

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

29. Notice period

Any member wishing to leave the Club will give one month's notice. This can be waived at the discretion of the Coordinator or Directors.

30. Refunds

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

31. Disbanding the Club

In the event of the Club being disbanded any funds remaining will be distributed in accordance with section 3.5 of our Articles of Association.

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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 Act.

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.

The Llani Car Club CIC. Members Agreement is the entire agreement and the present document is the only binding contract.

Signed:

Full Name:

Phone Numbers:

Home

Work

Mobile

Email:

Date:

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Insurance Declaration

Please complete the following questions.

Date of Birth	
Marital Status	
Full address including postcode.	
Occupation(s), please be specific - job title and business worked in, or retired if not working.	
Please indicate car licence type held: Full Provisional International	
Have you ever had any insurance refused, cancelled declared void (as though it never existed), renewal declined or special conditions imposed by the insurer? Yes/No	Details if answered YES
In the last 5 years have you had any County Court Judgements (CCJs) made against you? Yes/No	
Have you ever had any form of bankruptcy or statutory insolvency proceedings? Yes/No	
Have you had any non-motoring criminal offences including convictions* and charges not yet tried? Yes/No	
In the last 5 years have you had any motoring accident or loss or made any motor insurance claim, including personal injury? Yes/No	
In the last 4 years have you been issued with a fixed penalty ticket (other than parking) or been convicted of, or received a police caution for, any motoring offence. Yes/No	
In the last 11 years have you been charged or have any pending prosecutions for driving whilst under the influence of alcohol or drugs? Yes/No	If Yes please state the length of custodial sentence if there was one.
Do you have a Pass Plus or Advanced Driving Qualification? Yes/No	

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If you need more room please use separate sheet.

* You are NOT required to disclose convictions regarded as 'spent', under the Rehabilitation of Offenders Act 1974.

Disability

Medical conditions which should be notified to DVLA are:

- An epileptic event
- Sudden attacks of disabling giddiness, fainting or blackouts
- Severe mental handicap
- A pacemaker, defibrillator or anti-ventricular tachycardia device fitted
- Diabetes controlled by insulin or tablets
- Angina (heart pain) whilst driving
- Multiple sclerosis
- Parkinson's disease
- Any other chronic neurological condition
- A serious problem with memory
- A serious problem with confusion
- A major or minor stroke
- Any type of brain surgery, brain tumour or severe head injury involving hospital in-patient treatment
- Any severe psychiatric illness or mental disorder
- Continuing / permanent difficulty in the use of arms or legs which affects ability to control a vehicle safely
- Dependence on or misuse of alcohol. Illicit drugs or chemical substances in the past 3 years - this does not include drink/driving offences
- Any visual disability which affects BOTH eyes - it is not necessary to declare short/long sight or colour blindness.

Do you suffer from any of the conditions listed above? Yes/No

If so have you notified the DVLA? **YES/NO**

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Declaration

I declare that I am fit and able to drive and everything I have written is true and correct. I will notify the Llani Car Club CIC. in writing of any changes to the above information as soon as is possible.

Signed:

Date:

Please either bring your driving licence for us to check or include a photocopy of it, both sides. The paper version is no longer valid and the only way we can verify whether you have any offences is by you giving us temporary (read only) access to your licence record information. Go on-line to <https://www.gov.uk/view-driving-licence> and follow the instructions. You will need your driver licence number, national insurance number and post code. Once logged in click on the tab "Share your licence information which is top right. Click on the green "Create a Code" button. Email this code and the last 8 characters of your driving licence to andrew@llanicarclub.co.uk.

Thank you.

Andrew Capel

Coordinator, Llani Car Club CIC

<http://www.llanicarclub.co.uk>

T: 01686 411166

M: 07938 110778

A: Troed y Rhiw, Glan-y-Nant, Llanidloes SY18 6PQ

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