

# Tripto Car Clubs Members Agreement

TripTo is a community led, non-profit organisation which aims to enable community access to green transport in an affordable way.

## Definitions used in this document.

- Tripto is the trading name for the group of car clubs in mid Wales which includes the Llani Car Club, Mach EV Car Club, Newtown Car Club and Welshpool Car Club.
- The Llani Car Club CIC is the legal entity which is responsible for running the Tripto car clubs.
- The TripTo Board is made up of directors of the Llani Car Club CIC
- Local Coordinators are appointed by the Board as the first point of contact for car club members. There is one Coordinator assigned to each local car club and you will be given their contact details after joining.
- The Club refers to TripTo Car Clubs

## Introduction

### 1. Use of your personal information.

The information we ask you for is used for the following purposes:

- to check that you can be covered by our insurance to drive the Club cars.
- to be able to contact you in relation to any bookings you make.
- to send you an-invoice, our preferred method being via email.
- to allow other members to contact you with regards to your booking
- to inform the relevant authorities if we receive a notification of a driving offence such as, but not limited to speeding and parking.
- to keep you up to date about the cars and the club via email.

We will destroy your personal information when they are no longer required, keeping them no longer than 6 months after you leave the Club.

### 2. Membership Categories

Full membership of the car club is open to people who are legally allowed to drive, meet our insurance criteria and who pay the monthly subscription as specified by the Board.

All members of the Club shall be entitled to vote at our Annual General Meetings.

- Full membership: This is for people who want to use the cars and who abide by the Membership Rules given on joining.
- Family Membership: allows two or more Full members to only pay one monthly membership fee and is limited to a maximum of 4 people.
- Organisational membership is available to businesses and selected charities and voluntary organisations. Any members included in an Organisational membership can also use the cars for their own personal use for which they will receive a separate bill.

### 3. Membership fees

Where there is a monthly membership fee charged, if you do not use a car in any month, you will be charged this monthly fee. Any unused monthly fee will not be rolled over to the next month. Please refer to current charges. Please refer to current charges below in item 5. Please note that selected charities and voluntary organisations may be exempted from membership fees and/or mileage fees at the discretion of the Board.

### 4. Bank account

Co-operative Bank. Account no. 65879030. Sort code 089299. Name of the account is Llani Car Club.

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## 5. Charges

Club members or their organisation will be charged for their usage of the cars at rates which are determined from time to time by the Directors. We charge per mile and per hour for each booking.

There are three tariffs from which you must choose one:

	Casual user	Light user	Frequent user
monthly membership fee	£0	£3	£10
cost per hour	£1.50	£1.25	£1.00
cost per mile any car	£0.35	£0.30	£0.25
Threshold mileage per booking	150	150	150
cost per mile after threshold EV	£0.20	£0.15	£0.15
cost per mile after threshold Petrol/diesel	£0.25	£0.20	£0.20

If you cause damage to the car or its contents, include loss of items, which we cannot or do not want to claim on the insurance, we reserved the right to charge you for the repair or replacement. This includes but is not limited to replacement keys and charging cables. Your liability will be limited to a maximum of £150 for each incident.

## 6. Insurance, tax, and MoT.

The Club shall always ensure that the vehicles are taxed, have valid MOT certificate and appropriate insurance for legal use on the public road. The Club 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. You must not pickup hitch hikers as this invalidates our insurance.

## 7. Monthly statement

At the beginning of every month, you will be sent a bill detailing your bookings as entered in the Trip Record Book. Please pay any outstanding amounts into the Club account within 7 days of receipt of their statement. Each member will be credited for any out-of-pocket expenses such as fuel providing receipts are submitted to the coordinator and noted in the car's trip record book. In the case of charging an EV, receipts are not generally given, it is essential that you write the amount in the comments field next to your booking in the Trip Record Book. We reserve the right to request copies of your credit card and bank statements to verify an expense.

## 8. 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.

## Terms and Conditions

### 9. 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., windscreen wash etc. should be recorded so that they can be credited to your account. Please write any comments and concerns in the book as well as contacting your local coordinator directly so that things can be put right as soon as possible.

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## 10. 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. Everyone who wants to drive an EV must first undergo a short familiarisation session with their local coordinator.

## 11. 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 or the local coordinator.

## 12. Familiarisation sessions

All new members must have a familiarisation session before they can book and drive a car. This is free and can last up to an hour.

## 13. Keys

Keys are in locked mini cabinets. You will be given the combination code to the appropriate key cabinet(s). If the combination code becomes known to anyone outside the club, the local coordinator must be notified as soon as possible.

## 14. 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. If you change or cancel your booking you must update the booking calendar or contact your local coordinator and ask them to do it. 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. Once you have received your familiarisation session you will be sent a link to the booking calendar together with instructions on how to book cars.

## 15. Refuelling

EVs should always be plugged in when returned to their designated parking space unless they are going out soon after or if they are at least 95% charged already. If you use the provided RFID card, there is no need to record anything in the Trip Record Book. If you need to pay for charging, please email your local coordinator a copy of any receipts, a screenshot will do. Please make a note of the amount(s) in the right-hand column of the Trip Record Book. If the cost of the charging is to be paid by the car club on account i.e., not by RFID card, please mark the start percentage in the right-hand column of the Trip Record Book together with the 3-letter code for the site. Petrol or diesel cars should be returned at least half full.

## 16. 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 local coordinator. On no account should a car be left for the next user to inherit the problem.

Should you render a car unusable due to lack of care and/or negligence you 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 electric or fuel.

Also, smoking is not allowed in any of the cars. If a car needs to be cleaned due to someone smoking in it, the member who had the car booked out at the time will be charged for the cost of cleaning.

## 17. 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

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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.

## 18. Insurance Excess

Our current insurance excess is £600 per car, as a member of the car club if we need to make an insurance claim and pay either part or the full excess, you will not have to pay us. We will review your continued membership and consider the circumstances of the accident. Also, the insurance company may require us to pay an extra premium for you to drive any of the cars. In this case either you pay the extra premium or leave the car club. If you do agree to pay the extra premium, we may also request a refundable deposit, the amount of which will be between £100 and the value of the insurance excess at the time.

## 19. 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, 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 have their membership terminated.

## 20. 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.

## 21. Cleaning and maintenance of the cars

The cars should always be returned with the interior in a reasonably clean condition, please remove any rubbish and personal items. The car will be cleaned and washed as and when necessary. Once a month the tyre pressures and fluids in all the cars will be checked and topped if needed. This will be entered into the Trip Record Book alongside the mileage. Any required repairs and services (interim or annual) will be carried out by a qualified mechanic.

## 22. Disputes Procedure for mileage numbers and bills.

- 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.
- A dispute should not be used as a reason for not paying the total of your bill.
- If you have a dispute, please list the mileages or receipts to justify your disagreement to the Club Coordinator.
- The Club will swiftly reimburse any overpayment by members or credit it to their account if they agree.

You are reminded that it is in your own interest to keep accurate records of your mileages and any receipts. 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 our administrator [admin@tripto.org.uk](mailto:admin@tripto.org.uk) 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:

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- Application to the Small Claims Court for recompense.
- For larger amounts application to the County Court for a judgement.
- In extreme cases winding up or bankruptcy procedures could be considered.

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

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.

If the member who has been kept waiting, has incurred costs, it is up to both members to negotiate an agreement of acceptable costs to be reimbursed personally by the offending person. This is in addition to the penalty fee of mentioned above. If necessary either party can seek help from their local coordinator who, if necessary, will seek assistance from the Board.

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.

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 to disclose.

## 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 are consequently damaged or lost.

## 26. Equipment provided by the Club

Any equipment provided by the Club (e.g. charging cable, bike rack, dog hammock) will be checked at regular intervals for safety and suitability, if you decide to use it then it is your responsibility to do so properly and safely and to report any problems to the local coordinator as soon as possible. The cars may be fitted with telematic devices such as cameras and tracking devices in accordance with the insurer's requirements. These must not be tampered with, and any issues must be reported to your local coordinator immediately.

## 27. 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 in the first instance contact the coordinator. 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.

## 28. Breach of agreement

If any member breaches this Agreement the local coordinator will intervene and if necessary, the issue will be passed to the Board for resolution.

## 29. Dispute Resolution

In the event of dispute or disagreement which cannot be resolved by the local coordinator, the matter will be referred to the Board.

## 30. Notice period

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

## 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:		
If you are joining because your company wants you to use our cars for business trips, please specify their name here.		
If you are joining as part of a charity or voluntary organisation, please specify their name here.		
Family membership required? Yes/No If Yes, please write in names of other family member(s) so we can link them to you		

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## Insurance Declaration

Please complete the following questions.

<b>Date of Birth</b>	<b>Occupation(s)</b> , be specific, job title and business worked in or retired if not working.			
<b>Full address including postcode:</b>				
<b>Driving licence number</b>				
<b>Please indicate car licence type held by deleting those not correct:</b>	Full	Provisional	European or European Economic Area	Other
<b>You are NOT required to disclose convictions regarded as ‘spent’, under the Rehabilitation of Offenders Act 1974.</b>	<b>Details if answered YES. You must include dates, number of points and cost of any fines.</b> If you need more room, please write in the space on page 8 or use a separate sheet			
Have you ever had any insurance refused, cancelled declared void (as though it never existed), renewal declined, or special conditions imposed by the insurer? <b>Yes/No</b>				
<b>In the last 5 years</b> have you had any County Court Judgements (CCJs) made against you? <b>Yes/No</b>				
Have you ever had any form of bankruptcy or statutory insolvency proceedings? <b>Yes/No</b>				
Have you had any non-motoring criminal offences including convictions and charges not yet tried? <b>Yes/No</b>				
<b>In the last 5 years</b> have you had any motoring accident or loss or made any motor insurance claim, including personal injury? <b>Yes/No</b>				
Have you been issued with an endorsable fixed penalty notice or been convicted of, or received a police caution for, any motoring offence? <b>Yes/No</b>				
Have you ever had any driving convictions? <b>Yes/No</b> If so, please provide: a. Conviction Code b. Points received c. Amount of fine paid d. Length of ban (if applicable) e. Blood alcohol reading (if applicable) f. Length of custodial sentence (if applicable)?				

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## **Disability**

Medical conditions which should be notified to DVLA include:

- 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.

If you are in any doubt about what to disclose refer to [www.gov.uk/health-conditions-and-driving/find-condition-online](http://www.gov.uk/health-conditions-and-driving/find-condition-online)

**Do you suffer from any of the conditions listed above?**

**Yes/No** if Yes please give details below and attach any relevant documentation

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

Extra space for answers on page 7 and 8

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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:

## **And finally.....**

Two things. First, we need to see that you have a valid driving licence by sending us a photo or scanned copy of front and back of your licence and second verification of your driving history. The way we do this is for you to either give temporary (read only) access to your licence record information or for you to create the report and email or print it. You need to go 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:

1. Click on the tab "Get your check code".
2. Click the button "Get a code".
3. You can either
  - a. email this check code together with the **last 8 characters** of your driving licence to your local coordinator with your completed form or
  - b. download a summary file by clicking the link "Print or save a driving summary" and email this file to your local coordinator with your completed form.

Local coordinator emails:

Llanidloes	<a href="mailto:coordinator@llanicarclub.org.uk">coordinator@llanicarclub.org.uk</a>
Machynlleth	<a href="mailto:coordinator@machevcarclub.org.uk">coordinator@machevcarclub.org.uk</a>
Newtown	<a href="mailto:coordinator@newtowncarclub.org.uk">coordinator@newtowncarclub.org.uk</a>
Welshpool	<a href="mailto:coordinator@welshpoolcarclub.org.uk">coordinator@welshpoolcarclub.org.uk</a>

Thank you.

Andrew Capel

TripTo Coordinator

[www.tripto.org.uk](http://www.tripto.org.uk)

T: 0808 1697908

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

TripTo is the trading name of Llani Car Club CIC a company registered in Wales with company no. 11913756.