

Llanidloes and District Car Club Members Agreement

1. The cars

Model	Type	Fuel	Registered Keeper
Vauxhall Zafira	Estate	Petrol	Andrew Capel
Renault Clio	Hatchback	Petrol	Andrew Capel

2. Committee members

Coordinator: Andrew Capel

Chair: Maia Wells

Treasurer: Orysia Turkoniak

Secretary: Graham Davis

3. Membership fee and deposit

There is a membership fee of £25 per year which is currently refunded once you have done 100 miles or more.

A deposit of £150 is also required to cover the cost of the insurance excess. Should an accident occur and a member's deposit is required, the member must pay another £150 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. On leaving the club your deposit will be refunded minus any outstanding amount owed to the club. Both amounts are due on joining the car club.

4. 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 20p per mile plus £1 for each hour or part thereof up to a maximum of £18 per 24 hour period. E.g. you have a car for 40 hours the cost for the time is $£18 + ((40-24) * £1) = £32$. If you have a car for between 18 and 24 hours you will only be charge £18 for the time.

5. Certificates

The Car Club shall ensure that at all times the vehicles have 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.

6. 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 a Parking Fine is received by a keeper of a car club car, the car club reserves the right to pay the fine immediately, in full, in order to protect the keeper of the car from receiving further correspondence and any civil proceedings. The car 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.

7. 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

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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 contain space for comments and concerns.

8. 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.

9. 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.

10. Keys

Keys are located in a 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, a member of the committee 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 car club will retain this in its general fund.

11. 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.

12. Refuelling

The car 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 place it in the folder in glovebox so that they can be credited with the amount spent.

13. 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 Car Club worker. 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.

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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.

14. Repairs and rescue

The Car 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 Car Club and should be followed. Should members call on alternative sources for repair and rescue not funded by the Car 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 Car Club. Such invoices will not be paid and will be returned to the member for payment.

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

- 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 Car Club 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 Car 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.

16. Recovery service

All cars have Roadside Assistance and At Home 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.

17. 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.

18. 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.

19. 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 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. There will also be 6 monthly checks and an annual service carried out by a qualified mechanic nominated by the committee.

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20. 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.

21. Bank account

The car club bank account is with the Co-operative Bank.

22. 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 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.

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.

23. 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 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 car club books. This does not need to include any personal details, which the member would not want disclosing.

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24. 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 Car Club Coordinator.
4. The Car 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. Car Club payments need to be made promptly for the club to function effectively.

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 Car Club, its Committee and members cannot be held responsible if any such items get damaged or lost as a consequence.

26. 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 coordinator or placed in the folder in the glovebox so that they can be credited with the amount spent.

27. Breach of agreement

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

28. Notice period

Any member wishing to leave the Car Club will give one month's notice.

29. Refunds

Any member leaving the club shall, after paying any outstanding debts, be refunded their deposit. If a member leaves within 6 months of joining they may be charged £20 admin fee.

30. 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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Road Traffic Offenders Act 1988

Enforcement or proceedings against owner.

64.

(1) This section applies where—

- (a) a fixed penalty notice relating to an offence has been fixed to a vehicle under section 62 of this Act,
- (b) a notice to owner relating to the offence has been served on any person under section 63(2) of this Act before the end of the period of six months beginning with the day on which the fixed penalty notice was fixed to the vehicle, and
- (c) the fixed penalty has not been paid in accordance with this Part of this Act before the end of the period allowed for response to the notice to owner.

(2) Subject to subsection (4) below and to section 63(7)(b) of this Act, a sum equal to the fixed penalty plus one-half of the amount of that penalty may be registered under section 71 of this Act for enforcement against the person on whom the notice to owner was served as a fine.

(3) Subject to subsection (4) below and to section 65 of this Act, proceedings may be brought in respect of the offence against the person on whom the notice to owner was served.

(4) If the person on whom the notice to owner was served—

- (a) was not the owner of the vehicle at the time of the alleged offence, and
- (b) provides a statutory statement of ownership to that effect in response to the notice before the end of the period allowed for response to the notice, he shall not be liable in respect of the offence by virtue of this section nor shall any sum determined by reference to the fixed penalty for the offence be so registered by virtue of this section for enforcement against him as a fine.

(5) Subject to subsection (6) below—

- (a) for the purposes of the institution of proceedings by virtue of subsection (3) above against any person on whom a notice to owner has been served, and
- (b) in any proceedings brought by virtue of that subsection against any such person, it shall be conclusively presumed (notwithstanding that that person may not be an individual) that he was the driver of the vehicle at the time of the alleged offence and, accordingly, that acts or omissions of the driver of the vehicle at that time were his acts or omissions.

(6) That presumption does not apply in any proceedings brought against any person by virtue of subsection (3) above if, in those proceedings, it is proved that at the time of the alleged offence the vehicle was in the possession of some other person without the consent of the accused.

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(7) Where—

(a) by virtue of subsection (3) above proceedings may be brought in respect of an offence against a person on whom a notice to owner was served, and

(b) section 74(1) of this Act does not apply,

section 127(1) of the [1980 c. 43.] Magistrates' Courts Act 1980 (information must be laid within six months of time offence committed) and section 331(1) of the [1975 c. 21.] Criminal Procedure (Scotland) Act 1975 (proceedings must be commenced within six months of that time) shall have effect as if for the reference to six months there were substituted a reference to twelve months.

Restrictions on proceedings against owner and others.

65.

(1) In any case where a notice to owner relating to an offence may be served under section 63 of this Act, no proceedings shall be brought in respect of the offence against any person other than a person on whom such a notice has been served unless he is identified as the driver of the vehicle at the time of the alleged offence in a statutory statement of facts provided in pursuance of section 63(6)(b) of this Act by a person on whom such a notice has been served.

(2) Proceedings in respect of an offence to which a notice to owner relates shall not be brought against the person on whom the notice was served unless, before the end of the period allowed for response to the notice, he has given notice, in the manner indicated by the notice to owner, requesting a hearing in respect of the offence.

(3) Proceedings in respect of an offence to which a notice to owner relates may not be brought against any person identified as the driver of the vehicle in a statutory statement of facts provided in response to the notice if the fixed penalty is paid in accordance with this Part of this Act before the end of the period allowed for response to the notice.

(4) Once any sum determined by reference to the fixed penalty for an offence has been registered by virtue of section 64 of this Act under section 71 for enforcement as a fine against a person on whom a notice to owner relating to that offence has been served, no proceedings shall be brought against any other person in respect of that offence.

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Hired vehicles.

False statements in response to notices to owner.

67. A person who, in response to a notice to owner, provides a statement which is false in a material particular and does so recklessly or knowing it to be false in that particular is guilty of an offence.

"Owner", "statutory statement" and "official form".

68.

(1) For the purposes of this Part of this Act, the owner of a vehicle shall be taken to be the person by whom the vehicle is kept; and for the purposes of determining, in the course of any proceedings brought by virtue of section 64(3) of this Act, who was the owner of a vehicle at any time, it shall be presumed that the owner was the person who was the registered keeper of the vehicle at that time.

(2) Notwithstanding the presumption in subsection (1) above, it is open to the defence in any proceedings to prove that the person who was the registered keeper of a vehicle at a particular time was not the person by whom the vehicle was kept at that time and to the prosecution to prove that the vehicle was kept by some other person at that time.

(3) References in this Part of this Act to statutory statements of any description are references to the statutory statement of that description defined in Schedule 4 to this Act; and that Schedule shall also have effect for the purpose of requiring certain information to be provided in official forms for the statutory statements so defined to assist persons in completing those forms and generally in determining what action to take in response to a notice to owner.

(4) In this Part of this Act "official form", in relation to a statutory statement mentioned in Schedule 4 to this Act or a statement under section 66(2) of this Act, means a document supplied by or on behalf of a chief officer of police for use in making that statement.

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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.

As a member of the Llanidloes and District Car Club I accept that the liability of members and governing body are limited to the extent of the assets of the organisation.

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

Signed:

Name:

Phone Numbers:

Home

Work

Mobile

Email:

Date:

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Insurance Declaration

Please complete the following questions.

Full name	
Date of Birth	
Marital Status	
Full address including postcode.	
Occupation(s), please be specific	
Job title and business worked in:	
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	

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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	
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 Llanidloes and District Car Club 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.