

# **Terms & Conditions**

## **The Hooky Car Club Member's Agreement**

### **1. Definitions**

#### **1.1. In this agreement:**

- HNLC means Hook Norton Low Carbon Ltd, a community benefit society registered at The Brewery, Brewery Lane, Hook Norton, Banbury OX15 5NY with registration number 30817R on the mutuals public register;
- "Hooky Car Club" or "HCC" means the car hire scheme operated by HNLC;
- "Member" means anyone bound by the terms of this agreement;
- "Vehicle" means one or more of the vehicles owned by HNLC and available for use by HCC members.

### **2. The agreement**

2.1. The Member, in submitting a signed driver declaration form to HNLC, agrees to be bound by the terms and conditions as listed in this agreement until such time as they:

- 2.1.1. inform HCC in writing that they wish to cancel their membership of HCC;
- 2.1.2. settle in full their final HCC bill and any other outstanding debts as they fall due;
- 2.1.3. has no pending or outstanding penalties or prosecutions in relation to their use of a HCC vehicle(s); and
- 2.1.4. has no pending or outstanding debts in relation to damage or theft of any HCC vehicle(s) in their care.

### **3. Collection**

3.1. The Member agrees that, upon collection and prior to driving a prior to the driving away of the vehicle they will inspect the vehicle for any damage either inside or outside the vehicle and report it to

3.2. Any damage not shown on the previous damage report must be recorded on the next damage report.

### **4. Return**

4.1. The vehicle must be returned by the agreed time and date to the designated parking space as provided by HNLC;

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

4.3. 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.

### **5. Charges for late return**

If the vehicle is not returned by the agreed time and date to the designated parking space HNLC will be entitled to charge the Member at the rate £5/hr plus any applicable penalty charges, until the vehicle is either returned or recovered.

### **6. Charges for returning the vehicle in poor condition unacceptable to HNLC**

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

### **7. Other charges**

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

- 7.1. Any insurance excess charge for repairs;
- 7.2. The agreed rental rate for the period;
- 7.3. Any applicable penalty charges;
- 7.4. All mileage charges relating to the distance travelled whilst the vehicle is in use;
- 7.5. Any fines, penalties, court costs or other expenses imposed on HNLC by law, arising from the use of the vehicle while on rent to the Member, unless due to HNLC's fault, which shall not relieve the Member or any other person of direct responsibility to any public authority for his/her unlawfulness;
- 7.6. HNLC's costs, including reasonable legal fees and administration charges incurred in collecting amounts due from the Member under this Agreement;
- 7.7. Any amounts due under any clauses in this agreement relating to the loss or damage to the vehicle;
- 7.8. Any sums incurred by HNLC in connection with the recovery of the vehicle, or otherwise incurred by HNLC due to the Member's acts or omissions.
- 7.9. HNLC reserves the right to charge a deposit of a sum to be determined at the discretion of the manager of the Car Club Manager, prior to joining the Car Club. The level of deposit to be paid will be confirmed in writing by HNLC. This deposit will be held until membership ceases wherein it will become refundable subject to the Agreement's terms and conditions.

## 8. Payment Default

- 8.1. In the event of non-payment of the member's account within 21 days of previous month end, a penalty charge of £10 will be added to the member's account unless a payment schedule has been agreed with HNLC.
- 8.2. HNLC reserves the right to cancel any further booking on behalf of the member and access to the online booking system will immediately cease. This action will render the member unable to meet condition 17.4, therefore any further use of a HNLC Car Club car will be unauthorised and reported to the police authorities.
- 8.3. Cancellation of car club membership will be reported on the member's last known E mail address on the day of cancellation.
  - 8.3.1. It is the member's duty to inform HNLC of any change of email address.
- 8.4. Reinstatement of membership will be at the discretion of the manager of the Car Club, who reserves the right to request a deposit commensurate with the scale of the debt.

## 9. Responsibility of the Member

- 9.1. The Member is responsible for setting up a Standing Order to cover the monthly subscription payments, for a minimum of 12 months.
- 9.2. The Member is responsible for the first £500 of any costs of repairs for damage, howsoever caused.
- 9.3. The Member is responsible for the first £500 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 £750 if the Member is found in HNLC's discretion to have been negligent.
- 9.4. The Member is responsible for ensuring that a vehicle is roadworthy<sup>1</sup> before driving it, whilst driving it and after driving it.

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<sup>1</sup> <https://www.gov.uk/check-vehicle-safe>

10. Care of the vehicle

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

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

10.3. The Member must inspect the tyres on collection, and ensure that they appear correctly inflated.

10.4. The Member is responsible for keeping the vehicle sufficiently supplied with the correct fuel and ensuring that the tank is at least  $\frac{1}{4}$  full at the end of the booking.

10.5. The Member is responsible for ensuring that the vehicle interior is left clean and tidy before it is returned.

11. Conditions of use

11.1. The Member must not allow the vehicle:

11.1.1. to be used to smoke in;

11.1.2. to be used to carry passengers or cargo for remuneration (it is however permitted to share the cost of hire with passengers);

11.1.3. to be used to propel or tow any vehicle, trailer or other object unless the vehicle is fitted with a towbar;

11.1.4. to be used for motor trade use;

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

11.1.6. to be used in contravention of any traffic regulations – note that committing any traffic offence, other than those allowed by section 10.1 is a violation of this agreement;

11.1.7. to be driven by any other person (including any other Member) who has not first been authorised by HNLC and added to HNLC Agreement;

11.1.8. to drive or be driven outside England, Scotland, and Wales without permission and documentation from HNLC's insurers.

11.2. 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.

11.3. The Member agrees to notify HNLC immediately (or at least 48 hours before the next booking, in any event) if any of the following events occur:

11.3.1. The Member is involved in an accident involving a vehicle that he or she is driving (whether or not a HNLC vehicle and regardless of fault);

11.3.2. The Member is disqualified from driving or endorsement points are added to the member's licence;

11.3.3. The Member's occupation changes to that of a restricted occupation (as defined in clauses 11.1.4, to 11.1.7);

11.3.4. The Member suffers from a health related complaint that restricts their ability to drive safely.

11.4. In the event that changes occur as specified in 10.3, the Member's membership will be reviewed and/or suspended.

11.5. Members must give HNLC access to their driving record held on the DVLA database when they join then annually, after endorsement points have been added or on request. (To provide this go to <https://www.gov.uk/view-driving-licence> and create a licence 'check code' to pass to HNLC.)

11.6. The Member agrees that he/she has read and understood the terms and conditions relating to the use of the vehicle, the security of the vehicle, and the use and care of the keys for the vehicle.

## 12. Insurance and eligibility of membership

12.1. Membership shall not be available to the following:

12.1.1. Provisional licence holders;

12.1.2. Drivers who have held a full licence for less than 12 months for motor cars;

12.1.3. Drivers aged 20 or under;

12.1.4. Professional sports persons;

12.1.5. Members of the entertainment profession;

12.1.6. Models;

12.1.7. Itinerant workers;

12.1.8. Drivers who have been disqualified for a period exceeding six months during the last three years and drivers who have been disqualified for a period exceeding three months in the past year;

12.1.9. Drivers with the following convictions on their licences: T50, CD40, CD50, CD60, CD70, CD71, DD40, DD60, DD80, DR10, DR20, DR30, DR31, DR40, DR50, DR60, DR61, DR70, DR80 or DR90.;

12.1.10. Drivers involved in more than three accidents in the last three years;

12.1.11. Drivers with more than two theft claims in the last three years.

## 13. Disability

13.1. Members must inform the DVLA of any 'notifiable' medical conditions and disabilities including epilepsy, strokes and other neurological conditions, mental health problems, physical disabilities and visual impairments and are not permitted to drive if so informed. If your doctor tells you to stop driving because of your medical condition you must surrender your licence to DVLA and not drive the cars.

13.2. HNLC has insurance coverage for the persons using the vehicle with its permission (and not otherwise). This policy meets all applicable statutory requirements and protects the owner and/or authorised driver of the vehicle against legal claims from third parties for personal injury or material damage caused by the use of the vehicle.

13.3. The Member waives all rights to and agrees that HNLC 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 HNLC or such persons as HNLC may direct.

## 14. Accident, Theft and/or Grounds Giving Rise to a Potential Claim

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

14.2. 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. A HNLC accident or theft report form must be fully completed on request. If the Member does not comply with this request, insurers may refuse the claim;

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

## 15. Personal property

15.1. HNLC 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 HNLC's insurance for the theft of possessions or valuables from the vehicles.

#### 16. Personal data

16.1. The Member consents to the computer storage and processing of the Member's personal data by HNLC in connection with this Agreement and to the transmission of this data for the purposes of HNLC's legitimate interests including statistical analysis, marketing of our services and credit control. 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.

#### 17. Indemnity

To the extent allowed by law:

17.1. The Member agrees to indemnify and hold HNLC 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.

17.2. HNLC 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 HNLC is at fault.

#### 18. HNLC's Agreement

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

#### 19. Vehicle Provision

19.1. HNLC agrees to provide the minimum service provision, which is defined as follows:

19.1.1. HNLC will ensure, as far as is reasonably possible and in accordance with the Agreement, that the vehicle is in a roadworthy condition;

19.1.2. Vehicles are made available (according to the agreed terms and conditions) to Members from the designated parking stations from the booked start time, and are accessed by the use of a key safe. Once the vehicle has been checked for external damage and internal neglect, and relevant details of condition are noted in the car record sheet, a Member can then use the vehicle in accordance with the agreed terms and conditions;

19.1.3. HNLC ensures that the vehicles are in a roadworthy condition and are regularly serviced. In the event of a vehicle breakdown occurring, and once the Member has requested assistance, a designated breakdown service will attend to the vehicle (according to the terms and conditions as arranged with HNLC);

19.1.4. Vehicles can be booked via the online booking system. The Co-ordinator can be contacted at normal working hours for bookings, general enquiries, reporting theft, or damage of any other nature on 01608 611612 or e-mail [carclub@hn-lc.org.uk](mailto:carclub@hn-lc.org.uk). To access a vehicle, bookings must be made in advance. A Member's requirements cannot be guaranteed to be met.

#### 20. Changes to this Agreement

20.1. Any changes to the terms and conditions of this Agreement will be notified to the Member by HNLC and accepted by the Member.

#### 21. Term of this agreement

21.1. This Agreement shall remain in force for a period of at least one year. HNLC must give at least one months' notice of their intention not to renew the Agreement;

21.2. This Agreement may be terminated with immediate effect by the Member in the event that HNLC

breaches any of the terms of this Agreement;

21.3. This Agreement may be terminated with immediate effect by the Member in exceptional circumstances with the agreement of HNLC;

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

21.5. This agreement may be terminated by HNLC if the member is disqualified from driving, has their driving licence withdrawn, fails to pay hire or membership charges by the due date or otherwise fails to fulfil their obligations under this agreement.

## 22. 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 proceedings will be the law of the courts of England.

Reviewed and approved by the Board of HNLC on 01/04/2024