



**TISBURY
ELECTRIC
CAR CLUB**

TERMS & CONDITIONS OF MEMBERSHIP & HIRE

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Tisbury Electric Car Club (the car club)

This Agreement lists the qualification criteria and the terms and conditions related to membership of the vehicle sharing service provided by Tisbury Electric Car Club, hereinafter referred to as “The car club”.

Tisbury Electric Car Club (THE CAR CLUB) members can hire and use our electric vehicles for a minimum of 1 hour to by joining the club and paying an annual subscription and paying for hire as and when the car is booked (Please see our tariff guide in Appendix 1)

Registered Information

Nadder Community Energy (NCE) is an established Community Energy Group registered in 2015 as a shareholding Community Benefit Society (CH RS007189; FCA 7189) with registered offices at Nadder Community Energy, Nadder Enterprise Centre, Weaveland Rd, Tisbury, Wiltshire, SP3 6HJ.

1. Basic Terms

Accessories	For the purpose of this policy, accessories include <ul style="list-style-type: none"> a) any additional and supplementary accessories or equipment b) safety equipment, child car seats and any parts kept in or on the vehicle c) the maker's tool kit.
Business	The business which you operate in the United Kingdom as shown in the schedule.
Certificate of motor insurance	Evidence of the existence of motor insurance as required by UK law.
Claim	A claim or series of claims arising out of one event.
Contact	You can contact THE CAR CLUB by emailing admin@tisburyelectriccarclub.com or by telephoning 0330 111 4766
Costs and expenses	Legal costs of any claimant for which you are legally liable and, where incurred with our written consent <ul style="list-style-type: none"> a) all solicitor's fees for your legal representation <ul style="list-style-type: none"> i) any coroner's inquest or fatal accident inquiry ii) at any proceedings brought in any court arising out of any alleged breach of statutory duty resulting in injury b) all other costs and expenses where indemnity is provided.
Damage	Accidental <ul style="list-style-type: none"> a) loss of or damage to material property b) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement.
Drivers, the Driver, Driver, member or "you"	members or customers of the car club
DVA	The Driving and Vehicle Agency Northern Ireland.
DVLA	The Driving and Vehicle Licensing Authority. Note: For details of information held about you by the DVLA or DVA, go to www.dvla.gov.uk or, if applicable, www.nidirect.gov.uk .
Eligibility Check	A check to ensure you meet the application and membership requirements (see below; Section 2)

Endorsement	Any variation to the printed terms of these Terms and Conditions.
Home	Your permanent private residence in the United Kingdom.
Indirect loss(es)	Any loss, charge or cost not directly caused by the event leading to a claim including but not limited to loss of market, loss of contract, loss of use, monetary devaluation or any other similar economic loss.
Liability	Your legal obligation to pay damages including costs and expenses to third parties for damage and/or injury.
Injury	Bodily injury, death, illness, disease and/or nervous shock.
Member	<p>“you” An individual member of the club; any person</p> <p>i) permitted by the current certificate of motor insurance to drive, use or be in charge of the vehicle.</p> <p>ii) defined as an employee, insured or insured person in any individual part or section of this policy; and, where applicable, their personal legal representatives.</p>
Membership fee	Amount paid as a subscription to join the car club, may be calculated monthly or annually.
Member’s handbook	on confirmation that you have become a member you will receive a handbook giving full details of our services, access details, your membership card and PIN if you need one, the tariff guide, and a copy of the “contract” (terms and conditions).
Membership rights	<p>You may use the vehicle when you have had confirmation of your membership if</p> <ul style="list-style-type: none"> ● There is a car available and you have booked it ● You have paid all applicable fees and any additional charges ● You have unreservedly agreed to comply with the terms of and conditions of membership and hire with rights limited to those stated in the terms and conditions

Notice	The car club will ensure that notice of any changes to terms and conditions is given in a timely manner and in no less than 14 days of their effect. <ul style="list-style-type: none"> • Communication will in the first place be to members via email. • We will also advertise change to terms and conditions on the website. • Your agreement to changes in terms and conditions will be assumed and binding unless we receive notice that you wish to terminate your membership within 14 days of receiving the notice. • If you terminate your membership in response to a change in terms and conditions, you will receive a reimbursement for the equivalent of the remainder of the time period you have already paid for.
Ownership	The car club remains the owner of all vehicles and any other item at the members disposal e.g., the membership card.
Period of insurance	The period stated in the schedule, for which you have paid and we have accepted the premium.
Policy	This document, schedule, endorsements and certificate(s) of motor insurance read together and any word or expression to which a specific meaning has been given, having the same meaning wherever it appears.
Policyholder	The person(s) and/or business named as the policyholder in the schedule.
Road rage	A deliberate act by the driver or passenger of a motor vehicle intended to cause harm, damage or intimidation to other persons or damage to their vehicles or property.
Schedule	The document which gives details of the policyholder, insured or insured persons, the period of insurance, endorsements applicable, excess(es) and the cover in force.
The Car Club	“us/we”: Tisbury Electric Car Club
Terms & Conditions	The relationship agreed between The car club and you, the member, which is legally binding. This contract takes precedence should a conflict arise between any other documents provided. We reserve the right to amend the terms and conditions from time to time (see below).

Total loss	Where the vehicle i) has been damaged beyond economic repair or ii) was stolen and not recovered.
Unattended	No-one being in, on or in a position to prevent any unauthorised interference with the vehicle, trailer and/or any contents.
Vehicle	Any vehicle, including its permanently fitted accessories and parts, which is a) owned, registered, leased or hired under our agreement by you b) described in the schedule and current certificate of motor insurance c) and where legally required, recorded on the Motor Insurance Database (MID).
United Kingdom	Great Britain, Northern Ireland, Isle of Man and the Channel Islands. You are not permitted to take vehicle(s) out of the United Kingdom without the prior written consent of the car club and taking our fully comprehensive insurance cover.

2. Joining and booking the cars

2.1 Membership

2.1.1 To be eligible to drive one of our vehicles you must become a car club member.

2.1.2 Application for Membership can be made online at on our website:
www.tisburyelectriccarclub.com/join or
by contacting admin@tisburyelectriccarclub.com

The application needs to be completed fully, accurately, and truthfully and you will need to supply all the information requested and any documents that are required. All applications will be subject to the eligibility requirements set out below.

2.1.3 Membership will be refused to any person who

- provides us with false information or whose representations are determined to be false (specifically regarding, but without limitation, name, age, address, driving license details or occupation)
- cannot provide valid identification documents when requested or fails our identity verification.

2.1.4 Permitted & non-permitted persons

- I. Only Members are permitted to drive our vehicles.
- II. Only the member who has made the booking is permitted to drive the designated vehicle during the period of the booking.
- III. Non-Members are expressly prohibited from driving any vehicle at any time and will not be covered by any of our insurance or protection products. Only third-party liability insurance will apply
- IV. Any Member that allows or enables a non-Member to drive one of our vehicles is considered to be in breach of these terms and conditions and responsible for any consequences that may arise.
- V. This will include, but is not limited to, any traffic offences, compensation for any damage caused by the Member and/or the non-Member driver.
- VI. The Membership may also be immediately suspended or terminated as a result of allowing any non-Member to drive a vehicle.

2.2 Driving License

2.2.1 UK driving license holders are any person who:

- I. Is over the minimum age of 25 (twenty-five) years old and less than 70 (seventy) years old who has held a full UK licence for more than 3 (three) years. If you are over 70, we will refer to our insurance broker as you may still be able to drive although your excess may be affected.

- II. Has not had their licence restricted by the DVLA or DVA
 - III. Has not been convicted of ANY of the following motoring offences
 - a. AC: Accident offences
 - b. BA Disqualification
 - c. CD careless driving
 - d. CU80 construction and use offence (using a mobile phone while driving)
 - e. DD Reckless or dangerous driving
 - f. DR Drink driving
 - g. UT theft or unauthorised taking of a vehicle/ within the last 5 years.
- Or convicted of more than ONE of the following motoring offences in categories
- a. CU Construction and use offences (other than using a mobile phone while driving)
 - b. IN Insurance Offences
 - c. LC Licence offences
 - d. MS Miscellaneous offences
 - e. MW Motorway offences
 - f. PC pedestrian crossing offences
 - g. PL permitting or permitting an offence
 - h. SP Speeding
 - i. TS Traffic direction and sign offences in the last 3 years.
- IV. Has not been involved in more than one accident in the past 5 years.
 - V. Is not:
 - a. A professional sportsman entertainer actor model or musician
 - b. An Undergraduate student or member of the UK armed forces under 25 years of age
 - c. A member of the armed forces of another country
 - VI. Have no drink driving convictions in the last 5 years.
 - VII. Have no convictions relating to driving without insurance.
 - VIII. Have not been at fault in any major accidents in the last 3 years
 - IX. Have not had an insurance policy cancelled, a proposal declined or a renewal refused by an insurer.

- X. Do not drive any of our vehicles if you have a notifiable medical condition or disability unless you have notified DVLA and DVLA has confirmed the conditions pertaining to your licence (if any).
- XI. Not drive any of our vehicles if you have developed symptoms of Covid-19 for a period of 28 days, even if the car has been booked. A full refund will be issued as appropriate.
- XII. Supply all information and documents requested including, without limitation, including a one-time driving license code to be checked against the DVLA records.

2.2.2 Non-UK driving license holders - sorry but at this time we cannot accept anyone with a non-UK driving license.

2.2.3 In the following circumstances you may not be insured to drive one of our vehicles and should notify us of these developments at your earliest convenience and before you next book a car. If you fail to do so you will be considered to be in breach of these terms and conditions and responsible for any consequences that may arise

- If your licence is suspended for whatever reason
- If your licence is revoked for whatever reason
- If you receive any further endorsements on your driving record.
- if you are convicted of driving under the influence of alcohol or drugs,
- If you are convicted of dangerous driving or exceeding the relevant speed limit

2.3 Verifying Your Identity

We will also need to verify your identity and home address before you can become a Member.

2.3.1 If you live in the UK we may use a third-party identity and verification checking system to verify your identity. we may ask you to provide paper-based proof of identity (such as a utility bill or bank statement that shows your home address) that is less than 3 months old on the date we make the initial identity check.

2.3.2 If you live outside the UK when you apply for Membership, we may ask for another form of evidence to verify your identity. This will include your passport and contact details within the UK and/or a utility bill.

2.4 Vehicle Location Devices and Recording Equipment

2.4.1. All the car club vehicles are fitted with tracking devices.

2.4.1 All Car Club vehicles are fitted with tracking devices which are essential for the operation of the booking and access control system as well as ensuring the vehicles are charging.

2.4.2 The tracking devices will only be used by the car club to facilitate bookings, the access control system, and remote support to members during their booking.

2.4.3 Secondary telematics information will only be used by the car club in the event of theft, accident, or damage.

2.4.4 THE CAR CLUB will use the tracking information for the purpose of recovering lost or stolen vehicles, directing breakdown or insurance services and will share this information with the Police or other authorities or companies as required.

2.4.5 Consent to the use of this information is assumed in agreeing to the terms and conditions of membership.

3. Obligations towards the vehicles

3.1 Our Obligations

We have specific obligations towards the vehicles that we make available for your use. These are briefly set out below but can be found in more detail within Sections 10 Damage to the Vehicle, 11 Maintenance and Cleanliness of Vehicles and 12 Mechanical Breakdown or Accident.

3.1.1 We will ensure, as far as is reasonably possible, that the vehicle is provided in a roadworthy condition, regularly serviced and with full breakdown cover.

3.1.2 We will make weekly routine inspections of the vehicle condition when we will check things like the windscreen washer fluid, tyre pressures and the battery charge.

3.1.3 Vehicles are made available to you from designated parking bays (or “hubs”) from the Booked start time and are accessed using the Smartphone app or your Membership Card if supplied which is unique to you.

3.1.4 In the event of a vehicle breakdown occurring and assistance being requested, a designated breakdown service provider will attend to the vehicle. Where it is not possible to repair the vehicle at the roadside it will be towed to a local repair centre or back to its hub. Wherever possible and provided you have not run out of charge or been negligent in your use of the vehicle, we will make reasonable onward travel arrangements for you or return you to the hub location.

3.2 Your Obligations as Members

You must comply at all times with the following specific rules and obligations towards our vehicles:

3.2.1 You must ...

- Comply with the terms and conditions.
- Inform us of any event (damage or otherwise) within **8 hours** of it occurring.
- In the event of a claim, you must provide us with your full cooperation.
- You must tell us as soon as reasonably possible if any of the details you have told us change.
- Carry your Membership Card or Smartphone with you, as you will need it to lock and unlock a vehicle. Please note that your Membership Card is an RFID card that is unique to you. The cost of replacing lost, stolen or damaged Membership Cards is set out in the Tariff Guide under Appendix 1.
- Drive the vehicle according to all applicable road traffic laws and regulations and ensure that you are familiar with all relevant local laws and driving regulations.
- Follow the instructions in the Membership handbook that is in the vehicle.
- Make routine inspections in respect of the Vehicle cleanliness to keep the Vehicle in good working order.
- If a problem arises that prevents or limits your use of the vehicle or that may compromise safety you must immediately notify us by phone on +44 03301114766
- Ensure that any luggage or goods transported in the Vehicle are secured to the extent they will not cause damage to the Vehicle or cause risk to any passengers or to any third party or to any third-party property.
- Treat the vehicle with due care and respect and ensure it is always locked and protected by its anti-theft devices when it is unattended, parked or at the end of your Booking.
- Report stolen vehicles to the police immediately (within **8 hours**)
- Check that you and any third-party passengers have not left any personal belongings in the vehicle. Whilst we will make reasonable efforts to reunite lost belongings with their owner, you (and any passenger (whichever applies)) agree that we shall not be liable for any belongings that may be left in a vehicle. Any items we discover will be held for a maximum period of one month. Belongings not claimed within this period will be disposed of.
- Ensure the vehicle is kept locked at all times when it is not in use
- Ensure that you pay any fees (such as, but not limited to) London Congestion Charge, Dart Charge, tolls or pay and display car parks. Such charges may vary depending on the vehicle booked. It is the responsibility of our members to pay the fees relating to these. Any fines that we receive, that have resulted from you failing to pay these at the time, will be calculated in accordance with Section 4.

- Return the vehicle to its original collection point and plug it into the charger by the expiry time and on the date specified at booking.
- Return the vehicle in the condition that we provided it to you at the start of the Hire Period, subject to any fair wear and tear. Place it on charge, ensuring it is charging by looking at the dashboard of the vehicle and charging point.
- If you do not return the Vehicle as stipulated in this section, then we will take all necessary measures outlined in these T&Cs.
- You may also be charged for the cost to replace any of the missing items and our administration fee (the cost for which is shown in the Tariff Guide under Appendix 1)
- Ensure the vehicle is locked using either the app or your Membership Card.

3.2.2 You may not...

- Take a vehicle (nor permit our vehicle(s) to be taken) outside of mainland UK.
- Drive the Vehicle whilst you are under the influence of alcohol, hallucinatory drugs, narcotics, barbiturates, other illegal drugs or any other substance (whether legal or illegal) that is liable to impair your driving ability.
- Make any modifications to the vehicle without our consent. This includes but is not limited to; the use of roof/ bike racks, tow bars or snow tyres/chains. If these are already fitted, you must not (nor allow anyone to) modify them. You must not fit winter tyres (nor allow anyone to do so) or make any other modifications to the Vehicle without our prior written consent. You will be responsible (even if we give consent) for any damage caused by the fitting of winter tyres or subsequent exchange to normal tyres or for any other modification.
- Smoke in the vehicle or allow anyone else to do so. **Smoking in any of our vehicles is illegal and therefore strictly prohibited.** If we reasonably believe that smoking in the vehicle has occurred, you may be liable to pay our full valet charge (the costs for which are set out in the Tariff Guide under Appendix 1).
- We reserve the right to revoke your Membership for incidences of:
 - smoking in a vehicle.
 - text or use of e-mail whilst you are driving,
 - use of a mobile telephone without an appropriate hands-free device
 - engaging in the use of any communication device or any similar activities that may be prohibited by law or distract you from driving.
- Carry pets unless they are transported in a locked pet carrier. You will be responsible for the removal of any residual pet hair. If any evidence of pet hair is found then additional charges may apply.
- Assistance animals required by Members or their passengers are allowed in the vehicle without a pet carrier, however, you should put a note in the comments box when you make the booking and ensure the vehicle is left clean.
- Hire the vehicle for more than 1 day unless by specific arrangement with the car club.

3.2.2.2. You may not use a vehicle or allow it to be used:

- Use of the vehicle in connection with any other business
- Use of the vehicle for fast food deliveries, hawking, dealing or general trading street or market trading.
- For rehire of any kind.
- Mortgage, pawn, sell or in any way pledge or attempt to or give anyone any legal rights over the Vehicle or any part of it or any of its accessories.
- Carry passengers for hire or reward.
- Carry more passengers than is recommended by the vehicle's manufacturer
- Carry inflammable and/or dangerous merchandise; toxic, harmful and/or radioactive products or those that infringe applicable local laws and regulations.
- Transport merchandise with a weight, quantity and/or volume in excess of what is recommended by the vehicle's manufacturer
- Use the vehicle for racing, off-roading, green-laning, reliability trials, speed testing or to take part in rallies, contests, or trials, wherever they are located, social or not.
- Use the vehicle to give driving lessons
- To push or tow another vehicle or trailer whether or not the vehicle you are renting is fitted with a tow-hook.
- On gravel roads or roads that are unfit for motor vehicles or where the surface or condition of it involves risks for the tyres or for the underside of the vehicle or for the vehicle itself, such as beaches, forest paths, mountains, etc.;
- For the carrying out of any crime or for any other illegal activity or purpose or to intentionally commit an offence.
- By any person who has provided us with false information or whose representations are determined to be false (regarding specifically, but without limitation, name, age, address or occupation).

3.2.3 Any unreasonable or inappropriate use of a vehicle, that we determine at our sole discretion, will be deemed a breach of these terms and conditions. In these circumstances we reserve the right to immediately suspend or terminate your Membership and, if we do so, then any existing Bookings will be cancelled. You will be responsible for any and all costs, charges and expenses we incur as a result of your breach of this or any others of these terms and conditions

3.2.4 You must not allow any non-Member or other unauthorised driver to drive the Vehicle which includes you deliberately allowing the non-Member or other unauthorised driver access to the vehicle or the access being acquired due to your negligence, negligent act or failure to act.

If you fail to fulfil any or all of these obligations then, it may cause the insurance provisions (set out in section 14 below) to be compromised and/or invalidated and you will be responsible for and will pay to us all reasonable costs of any detrimental consequences, loss and/ or damage that may arise as a result.

4. Payment

4.1 You will pay us via credit or debit card or any other means that we have agreed with you for:

- all Membership and Subscription fees (if applicable to your driving plan); Please note that Membership fees are not refundable, except in the case where a member has terminated their membership as a result of a change in the terms and conditions within 14 days of being notified of such a change.
- vehicle usage and all charges and costs incurred related to the vehicle for the entire period of the Booking until the vehicle is returned to its designated bay, connected to the charging point provided, locked, secure and serviceable, and charging has commenced.
- any costs, fees or additional charges incurred by group Members.
- value added tax (VAT) at the prevailing rate and all other taxes and levies on any of the fees, costs and charges listed in the Tariff Guide that are applicable.

4.2 Any instance of non-payment may result in suspension of your Membership and/or cause us to use third parties to collect any overdue amounts. In these circumstances:

- If your Membership is suspended then any advance Bookings made will be cancelled but you will still be liable for the applicable usage fees if the cancelled Booking period was due to take place within 24 hours of the Membership suspension.
- If we use a third party to collect the overdue amount you will be liable for any fees or costs associated with those collection activities plus the unpaid charges' admin fee shown in the Tariff Guide.

5 Services included in the price you pay for Membership & Usage Fees

Services Included with your Membership and usage fees

- Membership Card or access to a smartphone app
- Access to our vehicles between 7am and 11pm, 365 days a year
- Third Party Liability Insurance
- Technical assistance to the vehicle for breakdown recovery due to mechanical faults (which are not driver error or abuse)
- 24hour Emergency Helpline
- Intelligent and dynamic booking platform and website

6. Booking a Vehicle

6.1 Vehicles must be Booked either via the app or the website

6.1.1 Whilst we cannot guarantee to meet all your Booking requirements, we will endeavour to offer a suitable alternative.

6.1.2 The minimum period for which a vehicle can be Booked is one hour. Use of a vehicle for a period longer than 1 day (7am – 11pm) may be arranged at our discretion and Bookings must be made by email or telephone with one of our representatives.

6.1.3 You will be billed for usage fees at the time of Booking.

6.1.4 The car club reserves the right to cancel bookings of more than 24 consecutive hours and bookings, those which are deemed as exclusive to other users or which are cancelled within 24 hours of their due start time. If you return a car late, you will be charged a 'late return fee' if another member is therefore unable to use the car or it therefore has insufficient time in which to charge prior to the next booking.

6.2 Modifying or Cancelling a Booking

6.2.1 You can modify or cancel your booking at any time (both before and during the actual Booking) by either logging on to your account or calling us directly on 0330 111 4766. The charges and fees described in the Tariff Guide under Appendix 1 may apply.

6.2.1 If a Member wishes to alter a Booking in any way it is imperative it is done either via the website www.tisburyelectriccarclub.com or by calling us directly on 0330 111 4766 at least 24 hours before the scheduled start time of the Booking.

6.2.2 Cancelling the Booking or reducing the Booking period

If you wish to cancel a Booking or reduce the Booking period for a vehicle then provided you give us at least 24 hours' notice before the scheduled start time of the Booking (or 15 minutes after the booking is made – if on the same day) there will be no associated costs. If you give us less than 24 hours' notice before the scheduled start time of the Booking you will be charged the usage fees for the full Booking period.

6.2.3 Extending a Booking

You can extend your Booking provided that:

- the vehicle has not already been reserved by another Member and is available for use during the extended Booking period.
- you make the extension request before the scheduled expiry time of your existing Booking.

Please note that if you are unable to extend your Booking and you are late in returning the vehicle to its charging point then as well as the hourly usage fee for each hour or part hour of the unauthorised extension period you will be charged the 'late return fee' that is set out in the Tariff Guide under Appendix 1 to these terms and conditions.

6.2.4 Modifying a Booking

You can also modify your Booking for reasons other than to extend or reduce the Booking period. It may be that you wish to change the vehicle type or location. Provided you give us at least 24 hours' notice there will be no charge for this.

7. Collecting a Vehicle

7.1 Inspection of the vehicle prior to taking possession

- You must pick up the vehicle at its designated parking space no earlier than your Booked start time.
- You must assess both the exterior and the interior of the vehicle for damage or other abnormality as well as the charging cable and charging point.
- You must report to us immediately, and before driving the vehicle, of any damage, lack of cleanliness or other abnormality that you notice.
- In particular you should report any
 - warning lights, leaking fluids, missing or inoperable signals or head lamps
 - broken or missing mirrors
 - any other condition that may render the vehicle or charging point unsafe to operate cracks or chips or dents to the bodywork of the vehicle or charging point any other damage or abnormality,

whether superficial or otherwise, which is not recorded in the vehicle handbook

- Damage or other abnormality must be reported in the first instance by an online form linked to from the Smartphone app or our website
- This report via smart app should be followed up by sending photos and a full description of the damage on the online form linked from the Smartphone app or our website and by email to admin@tisburyelectriccarclub.com
- If, during your inspection of the vehicle at the start of your Booking, you notice damage to or a problem with the vehicle (for example a lack of cleanliness) that is not in the vehicle handbook and you don't notify us of it then you will be deemed responsible when it is discovered or reported later. You may then be charged for the cost to rectify the vehicle (up to the value of the Damage Excess Fee)

7.2 Once you have completed the inspection and gained access to a vehicle. When disconnecting the cable from the charging point and vehicle **you must take the cable with you by placing it in the boot of the vehicle.**

8. Returning a Vehicle

8.1 You must return the vehicle by the agreed time and date to the designated parking bay and in the same condition as it was when you collected it and with all documents and accessories that were present at that time.

8.2 The vehicle will not be considered successfully returned until:

- it is in its designated parking bay (or other location as agreed with us). If the designated parking bay is blocked by another vehicle or otherwise unusable you must report this on your smartphone App or call us on [0330 111 4766](tel:03301114766)
- the engine is switched off, keys/fobs and charge card are returned to their designated place in the vehicle.
- the charging cable is reconnected to the charging point and charging has commenced.
- you have followed any additional instructions in the vehicle cabin for ending the Booking
- the vehicle has been locked using your Membership Card/ the CAR CLUB mobile app.

8.3 You must remove all personal possessions.

8.4 If you return the vehicle late and have not extended the Booking, we will charge you the hourly charge for each hour (or part hour) that you keep the

vehicle beyond your Booking period plus a late return fee (the cost for which is set out in the Tariff Guide under Appendix 1)

9. Re-Charging the vehicle

9.1 Re-charging of vehicles

- We are responsible for the cost of charging the vehicle at its designated parking bay but you will be **required to connect it to the charging point at the end of your Booking**. The charge card or app and connection cables will be provided for the purpose. Re-charging card or app and cables may only be used by Members to recharge vehicles and for no other purpose.
- Instructions for re-charging are provided in each vehicle and you must ensure that you follow the instructions and charge the vehicle correctly. We will charge you for any costs arising from your incorrect use of charging cables and/or the charging point.
- When you return the vehicle, it is your responsibility to ensure that it is connected to the charging point in the designated parking bay and charging has commenced. If you do not correctly connect the vehicle to the charging point provided, or you fail to connect it at all, then you will continue to be charged the hourly usage fee until the vehicle is connected and charging has commenced. In addition to this you may be charged the loss of use fee that is set out in the Tariff Guide under Appendix 1 to these terms and conditions.

9.2 Use of Roadside Recovery when battery is empty

- Our cars have a range of approximately 80 miles depending on driving style, temperature, terrain and use of heating, air conditioning and radio. Please make yourself aware of the range at the outset of your booking and note that the total of 80 miles is only an approximation of range.
- We have roadside assistance and recovery insurance cover, however, this should not be used in the case of a car being driven beyond the stated range at the outset of the booking.
- If you do run out of battery because you are beyond the stated range and require roadside recovery assistance, you may be charged.

9.3 Driving and Promotional Credit

All promotional credit given to members will remain on a member's account for a period of one month; after this point it will expire (unless stated otherwise in writing to the member). Any pre-purchased driving credit will remain associated with a member's account for the valid period of that membership.

10. Damage to the Vehicle

10.1 Any damage caused to the vehicle whilst you have it in your care will be evaluated by us (acting reasonably) and charged according to our cost estimation. Repair costs will vary depending on the extent of the damage.

10.2 Light Damage

Light Damage is viewed as minor, insubstantial damage that does not render the vehicle unusable or illegal and therefore does not require immediate repair before it can be made available to be Booked by another Member. Examples of Light Damage include (but are not limited to):

- scratches to the external paintwork or on bumpers.
- damage to tyres, wheel rims and trims or to wing mirrors

We will charge you for Light Damage according to the current quoted price for rectifying the Light Damage by our maintenance and repair garage.

10.3 Serious Damage

Serious Damage or other damage is any damage which renders the vehicle unusable or illegal and requires immediate repair before it can be available for Booking by other Members. Serious or other non-Light Damage will be evaluated by an independent expert and charged according to the expert's report or to a cost estimate supplied by an independent motor repairer.

10.4 Provided that you have complied with all local laws and these terms and conditions and you have not compromised or invalidated our insurance provisions (see section 14 below) then the amount we will charge you for any Light Damage or Serious or non-Light Damage will not exceed the value of the Damage Excess Amount as stated in the Tariff guide Appendix 1 that was agreed with you at the start of your Membership. However, you may be responsible for all damages and costs arising if you have failed to comply with these terms and conditions.

11. Maintenance and Cleanliness of the Vehicles

11.1 Routine maintenance

We will take responsibility for all necessary routine or emergency maintenance on our vehicles as well as cleaning both the interior and exterior on a regular basis and in line with our ongoing health and safety assessment (including, at time of writing our specific Covid-19 Risk Assessment). However, you are responsible for the following Government guidelines current at the time and the general cleanliness of a vehicle whilst it is in your care, custody and control and you are expected to help to maintain its driving safety and performance by reporting any additional maintenance or cleaning if required. You will be charged

for the cleaning fee as set out in the Tariff Guide under Appendix 1 to these terms and conditions if you leave a vehicle in an unclean condition at the end of your Booking.

11.2 Emergency maintenance

11.21 You must respond appropriately to all warning lights and other indicators and alerts and inform us within 8 hours of any event. While we will regularly service all vehicles, you may be expected to assist in routine maintenance if it is required for you to finish your booking safely (such as but not limited to filling the windscreen washer fluid, changing windscreen wipers and light bulbs and cleaning the interior of the vehicle).

11.2.2 Unusual noises or driving feel, warning lamps or other indicators and other performance changes must be reported to us as soon as they are noted. Failure to report such irregularities while any vehicle is in your possession may result in the immediate suspension or termination of your Membership.

11.2.3 You will be responsible for:

- any damage resulting from unauthorised repairs, maintenance or use of accessories such as, without limitation, jumper cables or other related tools.
- any costs resulting from your negligence, including, without limitation, allowing the vehicle's battery charge to run down to the point that it is incapable of completing the journey.

12. Mechanical Breakdown or Accident

12.1 Roadside Assistance generally

We provide Roadside Assistance support as a part of our service at no additional cost. If, however, your need for Roadside Assistance is the result of a breach of these terms and conditions or a violation of Membership rules then you may be charged for the costs of recovery and/or repair.

12.2 Accidents, breakdowns or other similar incidents

- All accidents, breakdowns or other similar incidents involving a vehicle must be immediately reported to us on the Smart phone app or by phoning 0330 111 4766 as soon as you are safely able to stop and **no later than within 8 hours**
- If you don't do this or you continue to use the vehicle then you will be responsible for any loss and/or damage caused to or resulting from the use of the vehicle or to a third party and for all applicable charges associated with such loss and/or damage together with a damage administration fee for each incident.

- The phone number 0330 111 4766 will be available for the reporting of serious accidents or breakdowns. Misuse of this number may result in you being charged.
- We arrange for prompt Roadside Assistance anywhere in the United Kingdom. Our primary objective will be to repair the vehicle in situ or at a local repairer. If this is not possible then we will take reasonable action to ensure you are able to continue your journey by other means. This may include arranging a replacement vehicle or covering necessary public transport costs.

12.2.3 If you have an accident/incident you must:

- i) Report the accident or incident by using the Smart phone app or calling us on 0330 111 4766 in the event of a serious incident.
- ii) Tell the police about all incidents of any death, injury, loss, theft, attempted theft, vandalism, malicious acts, assault or road rage and, if applicable, obtain a crime reference number which must be submitted to us
- iii) Then in writing using the **Accident Incident Form** which you will find in the car's information folder, record all incidents with date, time and place including any assault, road rage or altercations which may result in a claim regardless of whether or not you are responsible. You must, within 8 hours of the incident, provide us with all pictures recordings or other notes including notifying us of the names and addresses of all involved, including witnesses and obtain the named address and driver's licence number of the driver and owner of any other involved vehicle
- iv) You must not admit to or accept responsibility at the time of the incident to any third party, negotiate any payment or refuse any claim without our prior written consent.
- v) Make the vehicle secure and tell the police straight away if anyone is injured or the road is blocked or if any property has been damaged.
- vii) Provide sufficient information to substantiate the claim including, complete and return the **Accident Incident Report** by email as soon as you have notified us of the incident. You must complete the incident report form we provide and supply the following information where possible: date, time and location of accident or incident; registration number of other cars involved, make, model, colour and year, and owner and insurance certificate number of any third-party vehicle involved.
- viii) at your own expense, provide all other details, information and evidence we may require.

12.2.4 Under some circumstances, and when we instruct you to do so, you may also be required to obtain a police report and, if possible, provide a jointly agreed-upon statement.

12.2.5 If we ask you to do so you must provide either us, or our agent, with the findings of any report or notice relating to any claim against us relating to an accident or incident involving one of our vehicles. You agree to cooperate fully in any related investigation and the defence we may make to any such claim.

13. Member's Personal Information and Driving Records

13.1 We collect and process your personal information strictly in accordance with the requirements of the Data Protection Act to the extent necessary to assist us in providing you with our services.

13.2 You have a right to access, rectify and delete the personal information concerning your Membership. You may exercise this right by sending an email to admin@tisburyelectriccarclub.com

13.3 Any reports by smart phone, telephone calls and e-mail correspondence you undertake with us may be recorded and/or monitored. By using these forms of communication, you are consenting to the recording and/or monitoring of your calls and e-mail.

13.4 By applying for Membership you authorized us to obtain your driver's records from the DVLA. We may, from time to time, check your driving records and we reserve the right to request additional information such as a copy of a passport or proof of address at any time and/or to suspend or terminate your Membership if you do not continue to meet our eligibility criteria.

13.5 Our use of your Personal Information: We may use any personal information you have given us:

- To verify your identity; process and collect payment under a Contract, monitor fraud and deal with any issues before, during and after termination of a Booking.
- To comply with regulations on Test and Trace.
- To obtain information from third party agencies before your Membership can be approved for the purposes of checking your identity and that of any potential group Members. This identity check will leave an electronic note or "footprint" on your record but will not affect your credit rating; it is not used as part of the credit vetting process and the information is not sold to third parties.
- We will keep a record of any breach of a Contract, suspected fraud, or accident history to help us with future decisions about you and/or any group Member.
- We may give your personal details to credit reference agencies, DVLA, HM Revenue & Customs, the police, debt collectors (including solicitors) and any

other relevant organization that we consider may have a legitimate need for such information.

- Our data protection policy is available from our website
- Where you have agreed we will use the personal information for marketing purposes such as special promotions and loyalty programs.

By accepting these terms and conditions you expressly acknowledge having granted your explicit consent with the privacy policy contained in these terms and conditions.

14. Insurance and Protection provisions

This Section summarises the insurance and protection provisions that are included in your Membership and usage fees and are designed to cover your potential financial exposure when using one of our vehicles. Without these provisions you will be personally liable for the financial consequences if any of the following circumstances occur during a Booking:

Liability Your legal obligation to pay damages including costs and expenses to third parties for loss, damage and/or injury.

Injury For this part of the policy only, injury also includes accidental injury, invasion of the right of privacy, wrongful arrest, false imprisonment and false eviction other than of employees.

Damage Accidental

- a) loss of or damage to material property
- b) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement.

If you are driving the vehicle at the time of an event incurring damage or liability and you are responsible for the collision taking place then whilst any injured Passengers will be covered by our Third-Party Liability insurance, your own death or injuries, together with the possible associated consequences of it.

14.1 You will not be covered for loss or damage to:

1. Any goods in transit for more than seven days from dispatch to delivery
2. Blood and related products, human organs, medical supplies, prescription drugs, medical notes, X-rays, scans and medical waste
3. Money, bullion, explosives and ammunition
4. High risk stock
5. Tools in or on the vehicle or:
 - a) goods, stock or trailers whilst subject to the provisions of the Road Traffic Acts or equivalent legislation or regulation
 - b) goods and/or stock at any business premises

- c) goods and/or stock relating in any way to motor vehicles or the motor trade such as parts, spares and accessories
- d) plant and equipment
- 6. Any loss arising from inadequate or inaccurate documentation
- 7. Your liability under Articles 21, 24, or 26 of the CMR Convention
- 8. Loss of or damage to household or industrial goods or those relating in any way to the motor trade, during removal or storage
- 9. Death, injury or loss of any living creature
- 10. Loss of the key card, keys - we will ask you to replace these at cost

14.2 Mandatory Third Party Liability Insurance

14.3.1 You are covered for

- Death or injury suffered to other people
- Unlimited cover for death or injury to other people and £2,000,000 for damage to third party vehicles or property
- Medical expenses for occupants of the vehicle up to £250 per occupant limited to £1,000 per accident

14.3.1 You are not covered for

Third Party Liability insurance does not cover:

- Bodily injury or death that you (the driver at the time of the collision) may suffer;
- Any damage to or loss of your personal property or possessions
- Any injury, loss or damage while a vehicle is being used for purposes other than as described in these Terms and Conditions

15. Term and Termination

15.1 Term of your Membership: Your Membership will commence following our approval of your Membership application form and payment of any Membership or Subscription fees in full or part. Membership for Subscription Members will continue for a minimum term of the duration you have paid for. Membership will continue for that period unless or until is terminated by one party in accordance with this Section.

15.2 Termination of your Membership

15.2.1 You may terminate Membership by giving us one day's notice by calling 03301114766 confirming by email to admin@tisburyelectriccarclub.com. Any Subscription fees detailed in the Tariff Guide under Appendix 1 will remain due and payable for the minimum term unless the termination is caused by a change in terms and conditions and within 14 days of the notification of such.

15.2.2 We may terminate your Membership immediately and without notice if an account holder or group member

- fails to pay any sum due

- becomes insolvent files or has led against it any document under any bankruptcy or insolvency law or similar law, or proposes any dissolution, liquidation, or financial reorganization with creditors.
- fails to comply with the terms of these Terms and Conditions including any and all Appendices; or is involved in an accident which, in our reasonable opinion, renders the Member ineligible or inappropriate for continued Membership.

The Subscription fees detailed in the Tariff Guide under Appendix 1 will remain due and payable for the minimum term.

15.2.3 Consequences of Membership Termination

Upon termination your Member's rights to use our services shall immediately cease and you agree:

- to return all of our property that is in your possession including, without limitation, all vehicles, and Membership Cards
- take full responsibility for paying any legal fees, court costs or expenses associated with enforcing the terms of Membership or any Contract whether upon termination or otherwise.

15.3 Termination of a Contract

15.3.1 If you are a member, we may end a Contract immediately if we discover that any of your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you or steps have been taken to make you bankrupt or for you to enter into an individual voluntary arrangement.

15.3.2 If you are a member, we may end a Contract immediately if you go into any form of insolvency or you call a meeting of creditors or we discover that any of your goods have been taken away from you to pay o your debts or receive adverse information or fraudulent financial information.

16. General

16.1 Applicable Law & Jurisdiction

In case of any dispute regarding your Booking, the applicable law will be English law and subject to the jurisdiction of the English courts.

16.2 Contact us on your smart phone app or by phone on 0330 111 4766 (which will be charged at the standard landline rate (or similar) but other networks will vary depending on your service provider); or by email to admin@tisburyelectriccarclub.com

16.2.2 Whether you call us or write to us we'll aim to respond to your query or complaint within 5 working days of receiving your communication. If we can't respond in these timescales, we'll tell you why and let you know when we aim to reply to you.

16.2.3 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us at the time of your Booking.

16.2.4 We are under a legal duty to provide vehicles that are in conformity with the Contract. Nothing in these terms and conditions will affect your legal rights or remedies. For detailed information please visit the Citizens Advice website (www.adviceguide.org.uk).

16.3 Notifications

All notifications that need to be served on either you or us in regard to your Booking will be sent to the address indicated in the Booking unless either of us notifies the other party to the contrary.

16.4 Code of Conduct applicable to the vehicle rental industry

16.4.1 BVRLA has published a code of conduct for the car rental industry, including a section on Car Clubs. You may obtain a copy at the following address:
<https://www.bvrla.co.uk/resource/bvrla-rental-code-of-conduct.html>

17. Fines and Penalties

17.1. You are responsible for and will pay all charges arising from:

- any congestion or parking charges (or failure to pay them)
- a breach of any parking restrictions or a road traffic offence
- any other offence or infringement involving the Vehicle such as (but not limited to) lane infringement, tunnel, turning and bus lane charges including the costs from the Vehicle being clamped, seized or towed away and any other charges/costs (or failure to pay them) levied by a relevant organisation or issuing authority.

You are and will remain primarily liable for such charges and you consent to us notifying such organisations of your personal details to affect a transfer of liability.

17.2 Third-Party Administration charge

17.2.1 Where we are required to deal with correspondence in terms of charges arising in the circumstance of 17.1, we will invoice you or charge your credit/ debit card for our Third-Party Administration Charge as set out in the Tariff Guide.

You have the right to challenge that Third-Party Administration Charge within 14 days of the date of the invoice. The Third-Party Administration Charge will only be refunded if you can provide supporting evidence to show that the issuing authority has rescinded the fine or penalty; and confirms that the original charge did not apply in any event.

17.2.2 If we receive a penalty charge notice that is issued for the Vehicle during your Hire Period and which is capable of being paid then we may pay it so that we mitigate the cost of it, at our discretion. You will reimburse us the said charge plus our Third-Party Administration Charge (for each charge we pay or each time we deal with such correspondence). If we do pay it then we will take the following actions:

- We will inform you by letter that we have paid the penalty and we will enclose an invoice for the cost of the penalty plus our Third-Party Administration Charge

- We will issue an invoice or tell you that we intend to take the money for the cost of the penalty and the Third-Party Administration Charge from your credit/debit card within 14 days of the date of our letter unless you write to us with a legitimate reason why the fine or penalty should not have been paid.
- If you do not contact us or you admit the validity of the fine or penalty then we will invoice you or take the money from your credit/debit card on the 15th day following the date of the letter
- If you do contact us with a legitimate reason as to why the fine or penalty should not be paid then we will put this to the issuing authority. If the issuing authority refuses your appeal then we will confirm this to you and then issue an invoice or take the money for the cost of the penalty and the Third-Party Administration Charge from your credit/ debit card. If the issuing authority allows the appeal and both rescinds the fine or penalty and confirms to us that the original charge did not apply in any event then we will not take any money from your credit/debit card.

18. Damage to the Vehicle

18.1 As set out in section 3 (Obligations toward the Vehicle) and, in particular section 3.1, you are obliged to return your Vehicle and its keys, Accessories, or documentation to us in the same condition as they were at check out.

18.2. Our vehicles are working assets and, if you fail in any way to comply with the obligation set out in section 18.1 above:

- we are entitled to repair the Vehicle at our convenience so that it is restored to this condition.
- you will be liable to pay the damage charges detailed in sections 10 regardless of whether the damage was caused by you or a third party (including a third party with whom you have had an accident or a Government, authority or organisation whether in or outside the UK which has seized the Vehicle and/or its keys, Accessories, or documentation), unless:
 1. any of the damage charges detailed in sections 12 are covered by our insurance policy (Insurance and Protection Provisions); **or**
 2. it was caused by our fault or negligence or our breach of this Contract;
or
 3. we have received a payment from a liable third party
- Where you pay the damage charges as detailed in sections 10 and subsequently:
 1. a third party admits, or is subsequently determined by a relevant court to be responsible for some or all of the damage; **and**
 2. we recover sums from the third party or the third-party insurer.

we will assess whether we have recovered more than our overall loss and reimburse you, as appropriate.

18.3 Damage identified upon the return of the Vehicle.

18.31. If Light Damage or the need for a Tyre Replacement (as defined in section 10), is identified upon the return of the Vehicle and if you acknowledge the damage by reporting it on your smartphone app, we will provide you with an invoice detailing the applicable charges and, to the extent that the charges can be determined at the check-in, will charge the debit/credit/charge card you supplied to us at the time of pick-up with either:

- the charges as a result of making necessary repairs **or**
- the Excess amount under our Protection packages whichever is the lower amount.

18.4 If you contest the damage, we will send you the following documents and you have the option to follow the procedure in section 18.5 below.

- the statement of return for the Vehicle detailing all the damage we identified.
- pictures of the damage
- an invoice detailing the applicable charges.

18.5 Querying the Damage Charges:

You have seven (7) days from the date on which the email or the letter is sent to you to challenge your liability for the damage identified and/or the charges levied by us. If you do not challenge within this period of seven (7) days, we will invoice the charges to you and/or will charge the debit/credit/charge card you supplied to us at the time of pickup with either:

- the charges as a result of making necessary repairs **or**
- the Excess amount under our Protection packages whichever is the lower amount.

18.6 Damage Charges: Light Damage

Any minor damage to the Vehicle (or the loss of (or damage to) the Vehicle's keys, Accessories, or documentation) is classified as 'Light Damage'. Examples of Light Damage to the Vehicle include small scratches, chips or dents to any part of the Vehicle (including certain repairs to the windscreen and tyres).

18.7. Where the Vehicle has suffered Light Damage, notwithstanding your obligations to us under section 3 above, this means the Vehicle does not necessarily require immediate repair for safety or cosmetic reasons before it can be rented to another customer.

18.8 In relation to Light Damage suffered by the Vehicle during your Hire Period therefore you will pay us:

- the cost of making good any damage **and**
- a Light Damage Administration Charge which is set out in the Tariff Guide.

18.9 Damage charges: Serious Damage

18.9.1 Any damage other than Light Damage is classified as 'Serious Damage'.

18.9.2 In relation to Serious Damage suffered by the Vehicle during your Hire Period you will:

- pay us the sums we become liable to pay to our suppliers in recovering and/or repairing the vehicle, for which you will indemnify us as a debt; **and**
- pay us the following charges for Serious Damage other than Serious Damage to the windscreen:
 1. **a Loss of Use Charge** which is a charge to take account of our loss of revenue while the Vehicle is being repaired. We calculate the Loss of Use Charge on the basis of the daily rental rate set out in the Rental Agreement. The number of days charged by us for loss of use of the Vehicle will comprise:
 - one day for the Vehicle to be taken in for repair.
 - one day for each period of four hours (or part thereof) of labour required by the relevant supplier to carry out the repair; and
 - one day for the Vehicle to be returned to us and checked in following the repair.

18.9.3. where a repair or part replacement inevitably puts the Vehicle into a better condition than it was at the start of the Hire Period the amount for which you are liable to us will not be reduced to reflect the new for old replacement and/or the pre-existing condition of the Vehicle; and

18.9.4. you will not receive any credit to reflect the benefit that we may subsequently receive in the context of any commercial arrangements that we may have in place with our suppliers because of our overall relationship with them (including its size).

18.10 Damage Charges: Total Loss

18.10.1. Where we evaluate any damage caused to the Vehicle as being sufficiently serious that its repair would not be possible, or our Engineer determines it would be uneconomic or impractical to repair, we refer to this as 'Total Loss'. In the event of a Total Loss you will:

- pay us the sums (for which you will indemnify us as a debt) representing the pre-accident value of the Vehicle and any Vehicle recovery charges, less any sums that we recover in respect of the Vehicle when it is sold for salvage; and pay us:
 1. a **Loss of Use Charge** which is a charge to take account of our loss of revenue on the Vehicle which is a Total Loss. We calculate the Loss of Use Charge on the basis of the daily rental rate set out in the Rental Agreement, adjusted to reflect the estimated percentage utilisation of our fleet, which is calculated quarterly. The charge is payable in respect of each day, or part day, after the end of the Hire Period up to the point that the Vehicle is sold for salvage.
 2. an **Engineer's Charge** (this is set out in the Tariff Guide); and
 3. a **Damage Administration Charge** which is set out in the Tariff Guide.

19. Signatures

This Agreement, made subject to the arbitration of the laws and courts of England and Wales, is binding and failure to meet its terms will allow Tisbury Electric Car Club to take certain recourse which has been identified above. By signing this agreement below, all parties agree to the terms described above. Alterations to this agreement can only be made by Tisbury Electric Car Club and must be placed in writing.

On Behalf of THE CAR CLUB (Print Name)	Driver (Print Name)
Address:	
Signature:	
Date:	Date:

Appendix 1

PILOT PRICING STRUCTURE

6 Months Membership (Individual)	£50
Hourly hire	£5.50

6 Months Membership (concessionary)	£40
Concessionary hourly hire	£4.50p

Business Sponsorship Option 1	£500*
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- Dedicated Mailing list and social Media announcement of your sponsorship
- Website "Sponsor" page with thanks and your details/Logo and links to your own website for the first year of operation
- space for your name and logo/brief description on our operational Leaflet/members handbook for the first year of operation
- Invitation to the Launch and mention during the event.
- First option to renew sponsorship for second year of operation

Business Sponsorship Option 2	£1000*
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- includes all of the above under Option 1 +
- exclusivity in relation to the nature of your business (e.g., we will not approach any other businesses of a similar type)
- a decal on each of our cars.

*Amounts negotiable where services or work is provided "in kind"