



*From the community
For the community*

Rousay, Egilsay and Wyre Development Trust is a charitable company limited by guarantee. Co. Reg. No: SC318527 Charity Reg. No: SC040407
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Car Club - Terms & Conditions of membership

The Member's Agreement

1. The Member, in submitting a signed driver declaration form, whether in hard copy or electronic format, agrees to be bound by the terms and conditions as listed in this agreement and acknowledges that REWDT reserves the right to repossess the vehicle at any time without demand at the Member's expense if the terms of this Agreement are breached.

A member will be deemed to have read and agreed:

"I further agree to be bound by the terms and conditions of the Insurance which I have seen and read and have had the opportunity to see and read."

2. Collection

The Member agrees that prior to the driving away of the vehicle he/she will:

- a. Inspect the vehicle for any damage either inside or outside the vehicle. Any damage not shown on the previous damage report must be recorded on the damage report being completed;

3. Return

- a. The vehicle must be returned by the agreed time and date to the Manse car park, Rousay
- b. The Member agrees to remove all personal possessions from the vehicle and return the vehicle keys to the key store.
- c. 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;

4. Charges for late return

If the vehicle is not returned by the agreed time and date to the Manse, Rousay REWDT may charge the Member any applicable penalty charges, until the vehicle is either returned or recovered.



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5. Charges for returning the vehicle in poor condition unacceptable to REWDT

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

6. Other charges

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

- a. The membership fee for the period to which it relates
- b. The agreed rental rate for the period
- c. Any penalty charges, if applicable;
- d. Any fines, penalties, court costs or other expenses imposed on REWDT by law, arising from the use of the vehicle while on rent to the Member, unless due to REWDT's fault, which shall not relieve the Member or any other person of direct responsibility to any public authority for his/her unlawfulness;
- e. REWDT's costs, including reasonable legal fees and administration charges incurred in collecting amounts due from the Member under this Agreement;
- f. Any amounts due under any clauses in this agreement relating to the loss or damage to the vehicle;
- g. Any sums incurred by REWDT in connection with the recovery of the vehicle, or otherwise incurred by REWDT due to the Member's acts or omissions.

7. Responsibility of the Member

The Member may be held responsible for any excess charges in the event of damage if the Member is found to have been negligent in the care and use of the vehicle.

8. Care of the vehicle

- 8.1 The Member must look after the vehicle, making sure it is locked and secure when not in use.
- 8.2 The Member must check the oil and water on collection, if this is indicated by dashboard warning lights.
- 8.3 The Member must inspect the tyres on a daily basis, and ensure that they appear correctly inflated.
- 8.4 The Member is responsible for keeping the vehicle sufficiently charged, a Charge Your Car card is always kept in the vehicle

8.5 The Member must ensure that the vehicle interior is left clean and tidy before it is returned.

9 Conditions of use

9.1 The Member must not permit smoking in the vehicle or drive whilst under the influence of alcohol, drugs, or any other substance impairing their consciousness or ability to react, including prescription medicines.

9.2 The Member must not allow the vehicle:

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

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

9.2.3 to be used for motor trade use;

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

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

9.2.6 to drive or be driven outside the UK without permission and documentation from REWDT.

9.3 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.

9.4 The Member agrees to notify REWDT immediately if any of the following events occur:

9.4.1 The Member is involved in an accident involving a vehicle that he or she is driving (whether or not a REWDT vehicle);

9.4.2 The Member's driving licence is endorsed, and the Member agrees to provide their licence details to REWDT

9.4.3 The Member's occupation changes to that of a restricted occupation.

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

9.4.5 In the event that changes of status occur which affect eligibility, the Members membership will be suspended, unless renewed approval can be obtained under special conditions.

9.5 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.

10 Insurance and eligibility of membership

10.1 Membership shall only be available to members of the public who:

10.1.a are at least 21 years of age and not over 75 years.

10.1.b are full EU driving licence holders, who have held their licence for a minimum of 24 months. Non-EU licences must be referred to the insurers.

10.1.c have no more than one own-fault accident claim in the last THREE years

10.1.d have not been convicted of an offence in connection with the driving of a motor vehicle or motorcycle other than parking and up to two speed limit penalties in the last three years whose licence contains no more than 6 penalty points and no disqualification within the last five years. 'Spent' convictions, covered by the Rehabilitation of Offenders Act 1974 may be disregarded.

10.1.e have not had insurance declined or cancelled or renewal refused.

10.1.f are not in occupations connected to gambling or betting;

10.1.g are not in the entertainment profession, including sportsmen and women

10.1.i anyone other than the person named on the declaration form

10.2 Disability

Medical conditions that should be notified to the DVLA:

An epileptic attack	Diabetes controlled by insulin or tablets	Any other chronic neurological condition
Sudden attacks of giddiness	Angina whilst driving	A serious problem with confusion
Severe mental handicap	Multiple sclerosis	A major or minor stroke
A pacemaker	Parkinsons Disease	Any disability that would affect ones fitness to drive

REWDT has insurance coverage for the persons using the vehicle with their permission only. This policy meets all applicable statutory requirements and protects the owner and/or authorised driver of the vehicle against any legal claims from third parties for personal injury or material damage caused by the use of the vehicle.

10.3 The Member waives all rights to, and agrees that REWDT 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 REWDT or such persons as REWDT may direct.

11 Accidents

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

11.2 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 report stating the facts relating to an accident or theft must be fully completed on request. If the Member does not comply with this request, insurers may refuse the claim.

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

12 Personal property

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

13 Personal data

The Member consents to the computer storage and processing of the Member's personal data by REWDT in connection with this Agreement and to the transmission of this data for the purposes of REWDT'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.

14 Indemnity

To the extent allowed by law:

14.1 The Member agrees to indemnify and hold REWDT 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.

14.2 REWDT 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 REWDT is at fault.

15. REWDT's Agreement

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

REWDT agrees to provide the minimum service provision, which is defined as follows:

16. Vehicle Provision

- 16.1 REWDT will ensure, as far as is reasonably possible and in accordance with the Agreement, that the vehicle is in a roadworthy condition.
- 16.2 Vehicles are made available (according to the agreed terms and conditions) to Members from the Manse car park from the booked start time, and are accessed by the use of a key. 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.
- 16.3 REWDT 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, the designated breakdown service will attend to the vehicle (according to the terms and conditions as arranged with REWDT). Details of the designated breakdown company are retained in the vehicle.
- 16.4 Vehicles can be booked via the REWDT Offices or online at www.rewdt.org. The office opening times are Monday – Wednesday 08:30 to 15:00 and Thursday 08:30 to 11:30. During these time Members can contact the office for bookings, general enquiries, reporting theft, or damage of any other nature. In urgent situation ONLY Members can call 07879 446947 for assistance. Please note NO bookings will be taken on this number. To access a vehicle, bookings must be made in advance on a first come first served basis. If the Member's requirements cannot be met, REWDT will endeavour to offer an alternative but cannot guarantee to meet all the Member's requirements.

General

17. Changes to this Agreement

The terms and conditions will be reviewed regularly in the first year of operation of the car club and annually thereafter. Any changes to the terms and conditions of this Agreement will be notified to the Member by REWDT.

18. Term of this agreement

- 18.1 This Agreement shall remain in force for a period of at least one year. REWDT must give at least one months notice of their intention not to renew the Agreement.

18.2 This Agreement may be terminated with immediate effect by either party in the event that the other party breaches any of the terms of this Agreement.

18.3 This Agreement may be terminated with immediate effect by the Member in exceptional circumstances with the agreement of REWDT.

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

19. Law and jurisdiction

Any proceedings arising in connection with this Agreement shall be submitted to the non-exclusive jurisdiction of the competent court in Orkney. The applicable law in any proceedings will be the law of the Scottish courts.

Last updated on 22/02/2017