

TrydaNi – Charge Place Wales Ltd. Car Clubs Membership Agreement and Declaration Form

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1) Registering to Become a Member

The TrydaNi Car Clubs Service

The TrydaNi car club service provides support for community car clubs by offering club members shared use of an electric and hire car based in their local area, online booking and user support. Vehicles are fully maintained insured and available for domestic social and pleasure purposes, including commuting to work.

About TrydaNi – Charge Place Wales Ltd.

TrydaNi is a community benefit society, a type of not-for-profit enterprise that is owned and controlled by its members. It aims to provide affordable and easy access to green transport to support the establishment, operation and growth of locally-based electric vehicle car clubs across Wales.

TrydaNi is acquiring vehicles on a lease-to-buy basis and these will eventually be owned by TrydaNi, enabling it to provide a low-cost, shared-ownership proposition for car club members.

The Rules of the society, including details of governance, election of directors and asset lock provisions are available for download by request.

Membership Categories

- **Trial Membership:** A 12 month trial period, available for anyone who –
 - is legally allowed to drive,
 - is between the ages of 25 and 70,
 - meets our other insurance criteria,
 - can use our online booking system, and
 - pays the first 3 months' subscription fee in advance.

At the end of the trial period Trial Members can either renew the Trial Membership for another 12 months or apply for Full Membership.

- **Full Membership:** Available for anyone who has completed their Trial Membership. To become a Full Member, you must register as a member of the society. You will then receive a share in the society for the cost of £1 [the cost of the share will be included in your first month's membership fee]. As well as having access to the car club services this will also entitle you to a vote at the society's Annual General Meeting and thus a say in the running of the society.

- **Family Membership:** Allows two or more Members living in the same household to only pay one monthly membership fee and is limited to a maximum of 4 people, as long as one family member has a Full Membership.

Membership fees

Current membership costs are available to view on <https://chargeplacewales.org/join-the-car-club/#costs> and are reviewed **every six months or sooner if circumstances change**. All Members and users are required to pay the membership costs. Please refer to the introductory offer pricing below:

Current costs from July 2023 – <i>Our Trial Membership Offer</i>	
Monthly Trial & Full Membership fee	£3
Cost per hour	£1.00
Cost per mile, any car	£0.25
Fixed booking fee	£2.50
Threshold mileage per booking	150
Cost per mile after threshold, any car	£0.15

Information for unused time and overtime can be found under the sections headed “Booking Arrangements” and “Return of Vehicles”, respectively.

Insurance

TrydaNi will ensure that the club vehicles are fully taxed, have valid MOT certificate and appropriate insurance for legal use on the public road. For TrydaNi to provide you with an insured vehicle you must complete the Members Declaration, as well as provide a Driving Licence Check Code at the end of this document which we will then use to check for eligibility against our insurer’s conditions for approval.

Use of your personal information

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

- to check that you can be covered by our insurance to drive the club cars.

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- to be able to contact you in relation to any bookings you make.
- To include you in our billing and payments system.
- to allow other Members to contact you with regards to your booking
- to inform the relevant authorities if we receive a notification of any driving offences, i.e. speeding, parking.
- to keep you up to date about your membership, the cars and the club via email.

We will retain your personal information in accordance with the provisions of the Data Protection Act 2018 (GDPR) we will destroy your personal information stored on our database when it is no longer required, keeping it no longer than 6 months after you leave the club. Additionally, we are required by our insurers to keep documents relating to your driving history including copies of driving licence for **4 years**.

2) Member instructions

Definitions used in this document

- “Member” refers to an individual who has taken out either Trial or Full Membership.
- “User” refers to Members using the TrydaNi Car Booking App account, the mobile app or using a club vehicle.
- “Local Coordinators” are employed as the first point of contact for new car club Members. They will introduce you to the local club and cars. There is one Coordinator assigned to each local car club and you will be given their contact details after joining.
- “The TrydaNi App” refers to the TrydaNi Car Club Booking App.

Member Accounts

New Members will need to register an account with Trydani which will record your membership fee payments, vehicle bookings, usage, costs incurred, billing and payments received.

You will be charged for your usage of the cars at the rates set down in the table above and will be informed of any changes to the costs either through the app or via email.

You can access and amend your account details on the TrydaNi App.

Trip and Booking Records

All trip records are recorded by Members creating bookings on the TrydaNi App. This is recorded through the Control Centre (Admin) side which records details of when you unlock/lock the car, plug vehicles in and how many miles are driven on your bookings.

Booking arrangements

Booking the use of a car is done using the TrydaNi App. When making a booking you must check when the previous/next booking is due to end/start and do your best to ensure the vehicle is returned by that time, with time allowance for the car to be recharged for the next user. If you change or cancel your booking you must update the booking app immediately or contact your local coordinator so they can do it for you. It is permissible

for a Member to ask for use of the car within an existing booking. This is entirely at the discretion of the Member using it with the existing booking. Once you have received your familiarisation session you will be sent a link to the TrydaNi App along with a guide on how to use it (The most up to date version of the App Guide for Users can be found at <https://chargeplacewales.org/join-the-car-club/#guide>).

Bookings through the app are made by pre-purchasing credits in bundles of **£15, £30, £60** or **£100**. When you make a booking, the system pre-calculates your booking cost based on the fixed booking fee and hourly rate for the period you have selected. Upon finishing your booking, the app then calculates the actual cost of your time usage, as well as your mileage. The system then takes this final cost from the credits total you have in your account. A full breakdown of the costs of your booking can be found under "My Reservations" and clicking "View details".

If you cancel your booking the system refunds you for **80%** of the time unused. E.g. you booked a car for 100 minutes, you are refunded for 80 minutes of the booking. The booking fee is non-refundable. If you end your booking early, you are refunded for 80% of the time remaining.

Payments

You can make payments using the TrydaNi App on a device connected to the internet.

Our bank account for any payments unable to be made via the TrydaNi App is:

Bank: Triodos Bank.

Name account: TrydaNi. Charge Place Wales Ltd.

Account no: 21120374

Sort code: 165810

Operation of vehicles & Familiarisation sessions

All new Members will receive a familiarisation session with their Local Coordinator before they can book and drive a car. This is free and can last up to an hour.

No use of physical car keys is usually required to use our cars. Instead, you use the TrydaNi App on your mobile phone.

Before driving the car for the first time you must make yourself familiar with the operation and handling characteristics of the vehicle so that you can use it in a safe and correct manner. You must inspect the car prior to driving and you must not use the

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vehicle if you believe it to be un-roadworthy. If so, please report this to your local Coordinator.

You agree not to operate the Club's cars while under the influence of drugs or alcohol.

Location of vehicles

You will be informed of the locations of each club vehicle, and every car's location is viewable on the map on the TrydaNi App. When you select a vehicle while it is currently unused and at its "**Home zone**", then it will show a red marking. This red marking indicates where you can begin your booking with the car, and where you must return the car before you will be able to finish your booking.

A vehicle shall be returned to its designated location after every use except by prior arrangement between Members, or the Local Coordinator. The app will prevent you from ending your booking if the club's car is not returned to the correct designated hub, and Members are liable for extra time duration charges this incurs (See Return of Vehicles section below).

Unlocking and locking the vehicle

In case of a poor signal on your phone after beginning your booking, we recommend you take and use the key in the glovebox when you need to lock/unlock the car, e.g., parked to go shopping. **Please ensure you replace the physical key in the glovebox.**

If you unlock the car via the physical key at the start of your booking and find you are unable to drive the car, you need to ensure you have unlocked the car via the app on your phone first, at the beginning of your booking. Only by pressing the unlock button via the app on your phone, will the immobilizer be disabled, allowing users to drive the car.

Once you wish to end your booking, return the physical car key into the glove box, and use the app on your phone to lock the car and end the booking.

If you do not end the booking through the app on your phone, this will incur extra costs to your booking and you will need to inform your Local Coordinator to end your booking for you, and check the location of the car's physical key.

Only approved Members who have booked the cars via the TrydaNi App may unlock the car at the start of their booking time. RFID Key Cards may be provided later on in place of the physical car keys, and may come at an extra cost (To be determined) to users if they request one.

Recharging

For the benefit of all Members, it is the responsibility of all users to seek to ensure that club vehicles are fully charged (Fully charged is defined as the battery charge level being at least 80%) when other Members arrive to collect them at the appointed booking time.

You must ensure that the club vehicle is always plugged in to recharge when returned to their designated parking space if the state of charge on the battery is less than 100%. The car clubs will cover the cost of the cars recharging between 80% and 100%.

All Members are required to pay for the cost of charging the vehicles to at least 80% while the booking is active in their name and before returning the vehicle to the club, ready for the next Member to use. This may be done via other third-party apps, depending on your nearest public charge point. Some charge points require no apps and only the tap of a credit/debit card. Your Local Coordinator will have further details of your nearest charge point. We recommend downloading and using Zap-Map for the nearest charge points information at <https://www.zap-map.com/>.

3) Terms & Conditions of Membership

Use of Vehicles

The car insurance covers users for personal trips only, and activities relating to the maintenance of the club's vehicles. You may only use the club vehicles for pleasure or commuting purposes. Users are prohibited from using any vehicle booked on the TrydaNi App for work or profit generating purposes such as paid taxi services, sales, delivery driving, providing driving lessons or illegal activities. If you are found to have used the car for any activities which break these Terms and Conditions, your membership will be terminated with no refunds of remaining unused membership fees, and you will be liable for all car insurance or repair costs.

Return of Vehicles

Club vehicles must be returned to its designated location in good time after every use except by prior arrangement between Members or the Local Coordinator. The app will prevent you from ending your booking if the club's car is not returned to the correct designated hub or Home Zone, and users are liable for extra time duration charges this incurs.

Please note: If you go over the time you booked the car for, each subsequent hour will be twice the price. This is to encourage Members to return the car within the timeframe originally booked for, to ensure the next booking can commence.

Cleaning and maintenance of the cars

Out of courtesy to other Members, you must return the car with the interior in a reasonably clean condition, please remove any rubbish and personal items.

Your local car club will be responsible for carrying out monthly cleaning and washing, checks on the tyre pressures and fluids in all the cars and top them up if needed.

Servicing: TrydaNi will be responsible for ensuring that vehicle servicing (annual or interim) and any required repairs are carried out in accordance with vehicle maintenance schedules and by a qualified mechanic.

Lack of care or negligence

It is the responsibility of every Member to leave the car for the next user in a usable state. Problems and faults that occur while the car is in a Member's care should be addressed. This might involve calling out the authorised Rescue Service or reporting the fault to the Local Coordinator. On no account should a car be left for the next user to inherit the problem.

Should you render a car unusable due to lack of care and/or negligence you will be liable for any costs incurred. This may include such occurrences as:

- Flattened battery due to lights left on
- Car left unusable with fault not addressed (e.g., flat tyre, cracked windscreen, etc.)
- Car out of electric.

Smoking is not permitted in any of the cars. If a car needs to be cleaned due to a someone smoking in it, the member who had the car booked out at the time will be charged for the cost of cleaning and may have their membership revoked without refund for time remaining on their membership.

Breakdown, Recovery and Repairs

All cars have full breakdown recovery assistance, details of which are kept with your Local Coordinator, and on the Manual Sheet provided in every car.

All users of the clubs' cars are responsible for making sure that the cars remain roadworthy. If repairs are required, then you should in the first instance contact the Local Coordinator. If costs are incurred by you by agreement with the Coordinator, then a receipt must be obtained and passed to the coordinator or placed in the folder in the glovebox so that you can be reimbursed with the amount spent.

Insurance, tax, and MoT

Trydani shall always ensure that –

- the club vehicles are taxed, have valid MOT certificate and appropriate insurance for legal use on the public road.
- the vehicle is properly serviced and it has taken all necessary steps to ensure the vehicle is roadworthy.

However, each Member is independently responsible for the vehicle while they are using it. You must not pickup hitch hikers as this invalidates our insurance.

Insurance Excess

Our current insurance excess is up to £1000 per incident per car. We will consider the circumstances of the accident and where Members are found to be at fault, they will be required to contribute 25% of the excess charge.

The insurance company may require us to pay an extra premium for you to drive any of the cars. In this case we will review your continued membership terms and we may ask you to pay the extra premium or be obliged to revoke your membership. If you do agree to pay the extra premium, we may also request a refundable deposit, the amount of which will be 25% of the value of the insurance excess at the time.

Fines

You are responsible for parking tickets, tolls, speeding fines, other traffic offences or penalties and non-insured losses or damages you may have incurred or caused while using the club vehicle. If a notification of an offence is received the Local Coordinator will check to see who had booked the car on that day and check with them first before notifying the authorities who was the driver of the car at the time of the offence.

In the case of notification of a Parking Fine or other penalties attributed to the booking owner, TrydaNi reserves the right to pay the fine/charge immediately, in full, to protect from any civil proceedings and to then inform the car user at the time the fine was incurred and request immediate reimbursement of the fine(s). If payment is not received within 30 days, the Member will have their membership terminated without refund of any remaining unused membership fee.

Emergency driving of the vehicle by non-Members

The vehicle may not be driven by anyone who is not an approved Member of TrydaNi except in cases of emergencies, when a non-member with a full driving licence and appropriate insurance may drive the vehicle.

Disputes Procedure for mileage numbers and bills

If you think your bill is not correct at the end of your booking, please identify precisely what amount you are in dispute about. If you have a dispute, please list the mileages or receipts to justify your disagreement to the Local Coordinator. TrydaNi will reimburse any overpayment by Members by credit to their TrydaNi App account.

Outstanding Debts

Any outstanding debts in credit on your account must be paid within 5 working days of the end of that month. Outstanding debts will prevent you from being able to make new bookings, regardless of the membership subscription being paid.

Should money owed by you to TrydaNi be deemed unreasonably outstanding (i.e., long delay, ignoring frequent reminders, other situation leading to any question about payment) then it shall send you a final demand, specifying 5 working days' notice for payment and 5% administration fee will be added to the outstanding bill amount.

At the same time, the Host's Co-ordinator shall inform the relevant person(s) of the range of actions available to TrydaNi. These include:

- Application to the Small Claims Court for recompense.
- For larger amounts application to the County Court for a judgement.
- Permanent membership termination.

It is not the policy of TrydaNi to abandon bad debt; rather, on principle, it is in the interests of TrydaNi to pursue any debt in all possible ways over the long term, to ensure the best possible defence of the interests of all club members now and in the future.

Late return of a car or keys

All users have an obligation to return cars and end booking(s) punctually as a courtesy to other Members in the group and to help keep the community car club running on the basis of good faith.

Please note that: The TrydaNi App will automatically charge your account the extra time that your booking has overrun by. Finishing your booking late can also incur extra costs for the next Member waiting, and both Members may need to negotiate an agreement of acceptable costs to be reimbursed personally by the offending Member. If necessary either party can seek help from their Local Coordinator to determine the matter who, if necessary, will seek assistance from the TrydaNi Board.

If the car and/or key is late in being returned due to adverse road conditions, accident, breakdown, or serious illness, you must report this to the Local Coordinator as soon as possible. If you incur costs in these circumstances and wish to reclaim those costs, you must provide a signed written statement explaining the circumstances and with details of any costs you have incurred and receipts [if applicable], for TrydaNi to determine your claim for reimbursement. This does not need to include any personal details, which you would not want to disclose. TrydaNi, from its own funds, will then reimburse

you if it agrees that you have incurred costs due to unavoidable circumstances. The maximum pay-out will be £100 per claim.

Members personal possessions

Members and their passengers who take personal possessions with them when using club vehicles are not covered by Trydani's insurance policy and TrydaNi will not accept claims for damaged, lost or stolen items. All items must be secured safely while you are operating the club's cars.

You are responsible for ensuring that you do not leave any of your personal possessions in the car after the end of your booking. If you do, TrydaNi, its board of directors and other Members, cannot be held responsible if any such items are consequently damaged, lost or stolen.

Pets (Other than guide dogs) are not permitted to be in any of TrydaNi's cars unless in a secure and suitable carrier. Users are liable for extra costs that are incurred due to pet hair or damage to the interior.

Items that users take with them in the cars must not be illegal, radioactive, or toxic.

Equipment provided by TrydaNi

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

Loss and Damages

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

Wear and tear, accidental damage and repairs

All Members are responsible for checking that the cars are roadworthy before driving. You will be required to report any accidental damage or need for repairs due to wear and tear as soon as it becomes apparent to you to the Local Coordinator. TrydaNi will be responsible for reporting accidental damage to the insurers and arranging for any necessary repairs to the supplied vehicles.

If immediate repairs are required, then you should in the first instance contact the Local Coordinator. If costs are incurred, then a receipt must be obtained and passed to the Local Coordinator so that you can be credited with the amount spent.

Breach of agreement

If you are found to be in breach of this Agreement by the Local Coordinator, they are required to report the breach to TrydaNi Board, to determine what action will be taken, including possible suspension of membership.

Dispute Resolution

In the event of dispute or disagreement arising with regard to your membership or use of club vehicles which cannot be resolved by the Local Coordinator, the matter will be referred to the Board.

Notice period

If you wish to leave TrydaNi you may do so at any time, subject to providing one month's written notice and the settlement of any outstanding balance on your TrydaNi App account prior to the date of leaving. If you have paid fees annually, the proportionate cost of the remaining subscription time unused will be refunded, along with any credits remaining in your account. If one month or less of your membership is unused, TrydaNi will retain this for administrative costs. This may be waived at the discretion of the Local Coordinator or TrydaNi board in special circumstances.

Disbanding TrydaNi

In the event of TrydaNi being disbanded or wound-up, TrydaNi will:

- Provide 3 months' written notice to you prior to the date for commencing the disbanding/winding up with details of the procedures to be adopted.

- Return any funds remaining in your TrydaNi App account that are not owed to TrydaNi.
- Provide confirmation of termination of your contract with TrydaNi and deletion of your personal details except for those required to be retained for insurance purposes [these details will be stated to you].

Insolvency/administration of the community benefit society

If Trydani - Charge Place Wales Ltd, the community benefit society, becomes insolvent or goes into voluntary liquidation this will be carried out in accordance with the Rules of the society which can be downloaded upon request.

4) Member's 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 accept liability for any expenses or losses incurred arising from my use of the vehicle, by the other parties to this Agreement, except for the costs that can be recovered through insurance policies covering such liabilities.

TrydaNi – Charge Place Wales Ltd Car Clubs Members Agreement is the entire agreement, and the present document is the only binding contract.

FULL NAME: _____

DATE SIGNED: _____

PHONE: _____

EMAIL: _____

Level of membership: Trial Full

Family membership required? Yes No

If Yes, please write in names of other family member(s) and ensure they read and fill out their own copies of the Member's Declaration form.

1) _____

2) _____

3) _____

5) Insurance Declaration

Please complete the following:

Your date of birth

Your occupation(s)

House name/number & Street

Town/City

County

Postcode

Your full driving licence number

Your driving licence type

- FULL
- PROVISIONAL
- EUROPEAN OR EUROPEAN ECONOMIC AREA
- OTHER

<i>You are not required to disclose convictions regarded as 'spent', under the Rehabilitation of Offenders Act 1974.</i>	If you answer "Yes" to any of the below, please provide details.
Have you ever had any insurance refused, cancelled declared void (as though it never existed), renewal declined, or special conditions imposed by the insurer?	
In the last 5 years have you had any County Court Judgements (CCJs) made against you?	
Have you ever had any form of bankruptcy or statutory insolvency proceedings?	
Have you had any non-motoring criminal offences including convictions and charges not yet tried?	
In the last 5 years have you had any motoring accident or loss or made any motor insurance claim, including personal injury?	

<p>Have you been issued with a fixed penalty notice or been convicted of, or received a police caution for, any motoring offence?</p>		
<p>Have you ever had any driving convictions? If yes, please provide:</p> <p>a. Conviction Code</p> <p>b. Points received</p> <p>c. Amount of fine paid</p> <p>d. Length of ban (if applicable)</p> <p>e. Blood alcohol reading (if applicable)</p> <p>f. Length of custodial sentence (if applicable)?</p>		
<p>Do you suffer from any of the below conditions, which are notifiable to the DVLA?</p>		
<ul style="list-style-type: none"> • 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 	<ul style="list-style-type: none"> • 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. 	

No

Yes, please give further details:

If yes to the above, have DVLA been notified?

I declare that I am fit, legally able to drive and everything I have written is true and correct. I will notify TrydaNi – Charge Place Wales Ltd. in writing of any changes to the above information as soon as is possible.

Signed _____

Date _____

6) Driving Licence Code

We must check your driving record by you providing us with a code from <https://www.gov.uk/view-driving-licence>.

The steps to complete these are below, and are downloadable from our website at <https://chargeplacewales.org/wp-content/uploads/2023/06/Obtaining-a-driving-licence-check-code-PDF.pdf>

This code is valid for 21 days only and must be provided to us or your Local Coordinator as soon as possible.

You will need your **driving licence number, national insurance number** and **post code**.

Once logged in to the website above:

1. Click "Start now".
2. Enter your details.
3. You can then either
 - a. email this check code together with your full driving licence number to your local coordinator with your completed form or
 - b. download a summary file by clicking the link "Print or save a driving summary" and email this file to your local coordinator with your completed form or
 - c. provide the code below in block capitals.

Thank you for completing this form – we'll be in touch with further information within 21 days of receiving this form.