



Operational Agreement

1st February 2019

1. Joining & Responsibilities

Moray Carshare is a charity **controlled by its members**. All the **vehicles available to members belong to Moray Carshare**. All members have **equal rights and equal responsibilities**.

In signing the Application Form to join Moray Carshare:

1. I confirm that the details recorded on my membership application form are correct, and that I am required to inform Moray Carshare of any changes to these, including if I lose the right to drive in the UK.
2. I agree to adhere to the rules and conditions defined in:
 - the Constitution of Moray Carshare (available at www.moraycarshare.com).
 - this Operational Agreement (available at www.moraycarshare.com), including the Code of Conduct and as it may be amended from time to time
 - Moray Carshare's Privacy Statement
 - all current policies of Moray Carshare.
3. I also agree to drive all the vehicles in a responsible way, following the highway code and adhering to all driving laws and regulations.
4. I understand that I am legally responsible for all my actions while driving Moray Carshare's vehicles. So, for example, I will be required to pay any parking charges, speeding fines etc. (See also section on "Care of Cars".)
5. I understand that failure to comply with any of the above may result in my use of the vehicles being restricted or in my membership being terminated. My rights as a member and the procedures to be used in these circumstances are defined in paragraphs 30 - 32 of the Constitution.

New members are strongly encouraged to come to the **first members meeting** after they join, so everybody can get to know them and they can **experience the ethos** of the car club.

2. Insurance

All members must inform the Manager of Moray Carshare if they have had any insurance claims, accidents or losses in the last 3 years or any motoring convictions in the last 5 years. Members must inform the Manager if this changes at any time, no matter who owned the vehicle concerned. Members must also inform the Manager if a driving prosecution is pending at any time.

The vehicles of Moray Carshare are insured for staff and members of Moray Carshare who at the time of driving:

1. Hold a valid licence to drive a car in the UK.
2. Are 25 years of age or more.

3. Are not banned from driving.
4. Are medically fit to drive.
5. Are driving for social, domestic, pleasure or occasional business purposes, excluding driving for hire.

No other person is insured to drive the vehicles of Moray Carshare and no member shall drive a vehicle without insurance, nor allow any non-member to drive a Moray Carshare vehicle.

3. Usage Fees and Other Charges

The current rates for all charges may be found at www.moraycarshare.com. The rates applied will depend on the price plan you have signed up to.

The charges may include the following:

- Joining fees (including a refundable deposit)
- Subscriptions (annual or monthly)
- Hourly charge for the use/booking of cars.
- Mileage charge for each mile driven. (Note that: members are credited for fuel purchases as described under “Fuel & Other expenses”.)
- Additional charges as defined in this agreement.

4. Booking

The availability of vehicles may be viewed on the booking system accessed via www.moraycarshare.com.

Each member has a user name and password to allow login to this site. When logged in vehicle bookings may be made.

Please note that bookings are not transferrable. The discounted hourly rates given to contract members are only valid for them. The person who uses the car must be the person whose name appears both on the booking and on the trip sheet. However, if another car club member is a passenger, then they may share the actual driving.

Bookings should adhere to the fair usage policy described later in this document. Members generally book cars closest to where they live or work, but any member can book any car.

A booking can be cancelled any time before the start of the booking, but not after. A booking can be changed at any time. If a member brings a car back more than 2 hours early, then they are encouraged to update their booking so other members can see the car is available.

If you want to use a car, and discover that a **car is still there**, even though it is well past the start time for when it has been booked out, then you have no right to take that car. Instead, you may contact the person concerned, and ask if they still want it, or you can contact the helpline (08458 609 609). Members are expected to **always cancel bookings** they no longer need as soon as they are aware of this, so that the car becomes available for other members. Members will be charged for unused bookings according to the number of hours booked.

In general, members are encouraged to reduce the environmental impact of cars by sharing lifts. For this reason, a list of members' **telephone numbers** is placed inside each car, and email lists of members willing to share lifts are maintained. Members are welcome

to **contact other members** who have already booked a car to see if they can share a lift or cooperate in some other way.

5. Locations for Parking and Keys

The locations of car club parking bays and car keys is given to members during an introduction session with the Manager.

Only the members of the Moray Carshare should know where the keys are kept, and we agree not to disclose this information to anyone else.

If you come to a key box, and **cannot find any keys**, even although there should be some, then it may be the car club maintainer or manager doing maintenance or administration. So you are advised to go to the parking spaces and check it out. The **manager** and **maintainer** agree to put a note on the board when they do this.

A spare set of **keys** for each car are kept at in various locations, which will be explained during the Introduction Session. If a car is in its normal parking place but the key is missing, then a member who has booked the car may take the spare key and use it. But they must always inform either the manager or assistant manager of this. And if they find the main key when they return, then they should also put the spare key back in its normal place.

6. Recording usage etc.

Inside each car is a **trip sheet**: a piece of paper on a board with a pen. A driver must record their usage (date, name and number of miles) on the trip sheet after each journey.

- The hours charged for will be taken from the booking system.
- We do not charge hourly charges for the hours between 11pm and 7am - only mileage charges apply then.

7. Fuel & Other Expenses

It is the responsibility of each member to **familiarise themselves with vehicle controls** before driving any car. Some of our cars use petrol fuel, some use diesel, some are electric. It is the responsibility of the members to refuel with the **correct fuel type**. The type of fuel is clearly displayed inside the fuel flap of each car. "Unleaded" means unleaded *petrol*. If unsure about controls or refuelling, members should contact the helpline (08458 609 609) for advice.

Every new member must attend an **Introduction Session** with the car club Manager or Assistant Manager before using any of the cars. The introduction will include a demonstration of unusual features and fuel type of each car.

When the fuel dial shows **half full** or less, the driver should **purchase fuel (petrol or diesel)**. Please also refuel if you drive on a trip of over 50 miles. Where possible, please fill the tank.

Fuel purchased will be credited to your monthly bill. You must:

- Provide a VAT receipt for fuel purchased.
- Write your name on the front of the receipt and put it in the plastic wallet attached to the vehicle trip sheet.
- Enter details of the fuel purchased (cost and litres) on the trip sheet.

If extraordinary circumstances occur and you are not able to put anything in, you should put a post it note on the steering wheel or by the key safe, expressing your apologies and warning the next driver that fuel is needed. Any member leaving a car on **empty** (red) on the petrol gauge 3 times in one year will be fined a **£30 penalty**.

Other minor expenses like a car wash, sprinkler fluid or scrapers for the car can also be recorded here – with VAT receipts.

Members must connect the **electric cars** to a charge point each time they finish using them, unless the car is 95% charged or more.

8. Return of Cars

We agree to take responsibility for **getting cars back on time** – i.e. the time recorded in the booking system. (Please note that even if nobody else had booked when you took the car, someone may have booked while you were away.)

If this is impossible, it is up to the one who is late to take appropriate action so as not to inconvenience the one who is waiting, e.g. **by phoning them**.

If it is at all possible you might be late, please **take a mobile phone with you**, so the person waiting has a chance to call you. Please inform the manager or assistant manager if you change your mobile phone number.

If a car is not there when it should be, and if you cannot get to an important appointment because the car you have booked is not there, and you cannot get a lift from someone else, then you can **take a taxi** within a 15 mile radius, and the member who is late is obliged to pay you back the cost of the taxi (max. £30. A list of local taxi phone numbers is kept at every key safe.

9. Care of cars

All members agree to taking **good care** of the cars.

The car club **Maintainer** is employed to check the cars are properly functioning and safe, by carrying out regular checks, in addition to MOTs and regular servicing.

However, things can happen in between these checks, and therefore, before you drive any car it is your legal responsibility to ensure that it is in working order: e.g. by doing a visual inspection of the car to check the tyres are not flat and that there is no damage that might affect safety, and whether any warning lights are showing, as well as by checking if there is adequate fuel and screen wash and that all mirrors are correctly adjusted for your use,

Any faults or significant damage that you detect should be reported immediately to the helpline (08458 609 609). Any new damage or minor problems should be reported on the Incident Log on the back of the trip sheet board. You should first read the log to see if the problem has already been reported. Please write clearly.

If the car has run out of sprinkler fluid or its scraper or cloth are missing, please purchase a replacement and claim the expense (as described above).

The car club pays a **professional cleaner** to regularly clean each car inside and out. If a car becomes more dirty than under a typical trip, e.g. because it has been on a longer trip

or used to transport dirty materials, then the member who used it must clean the car themselves, so it is left in clean condition. Members should allow time for this when they make their bookings.

If a member finds a car in a very dirty state, then they should report this to the Car Cleaner. You also have the option to clean it yourself and record your expenses on the trip sheet, so you will be recompensed. If you want to make sure a car is clean before you take it on an important trip, please either check it yourself the day before or ask the Car Cleaner to do so.

When a car is damaged due to an **accident**, the **manager** and **maintainer** together decide whether it is worthwhile to get it repaired and to claim **insurance**. This is a purely economic decision. It includes taking account of the excess to be paid on the insurance and any future increase in insurance costs due to loss of “no claims bonus” etc. In any case, the driver involved in the accident pays the costs incurred up to a *maximum* of £250, unless our insurer determines that they were not at fault. Any costs above this amount are paid by the car club.

If a car is damaged while you are using it, then you must report this immediately (via the helpline 08458 609 609). If the damage is due to your actions or choices, then unless there are extenuating circumstances, you will be held legally and financially accountable - up to a maximum of £250 for the cleaning or repair or resultant loss of potential resale value of the vehicle. (If you were operating on behalf of an organisation, you are still financially responsible to Moray Carshare.)

The car club staff will endeavour to keep repair costs low.

9.1. Pets

Members with pets should:

- Inform the manager they have a pet that they wish to transport in our cars before the first time he/she uses a car for this purpose.
- Use **Berlingo 1st** or **Blue Picanto** for transporting pets.
- Place the pet in a carrier case in the boot of one of the cars allocated for pets. (Bedding material for dogs and other pets with a strong smell should not be put in any of the cars.)
- Use the Destination field in the booking system to indicate when they are transporting a pet (e.g. “Nairn with dog”).

All members agree to cooperate reasonably with pet owners by swapping a booking of a car allocated for pets to another car, unless they have a good reason why they need to specifically use that car.

9.2. Materials

No things should be put in any of the cars that risk leaving a persistent, lingering smell or other residues in the interior.

No smoking is allowed in any of our vehicles.

Materials that leave a temporary smell or residue or that may dirty the cars should be transported in:

- **Berlingo** or **Blue Picanto** or **Fabia**.

It is the responsibility of the individual member to clean the car after using it to transport

materials. Members should allow time for this when they make their booking.

Members are encouraged to use scrapers rather than de-icer spray for clearing windscreens, since some people are sensitive to the fumes. Safety of driving is always the top priority.

The manager will ensure that the club always has at least one car with a tow-hitch on it, so messy or large materials can be transported on a trailer.

9.3. Allergies

If a member is allergic to animal traces or traces of certain materials, then they must inform the manager of this when they join.

The manager will continue to monitor and adjust which cars are allocated for pets and materials etc. If there are any major changes in the magnitude, severity or distribution of members with pets or with allergies, then the manager should instigate an appropriate review and potential revision of our policies on this.

10. Child Seats

For the benefit of members with young children, **one child seat** is to be kept on the left-hand **back seat of each of LEAF 1st and FEET Leaf**.

When a member not travelling with a young child **needs more space** in the back of Leaf 1st, they should remove this seat and place it in the key shed, to the left as you come in the door. When they **return** the car, they should fetch the child seat and put it back on the back seat. They do not need to secure it in place, as the next parent will do this.

Extra child seats owned by the car club are kept in the key shed and at Station House. These are only for car club use. Please return them after use.

11. Fair Usage Policy

Regarding use of cars for long trips, our intention is to support fairness and high availability, so that:

- all members have equal opportunity to use the cars for trips of more than 24 hours
- holidays can be planned in good time in advance and those bookings relied upon
- the availability of cars for trips of under 24 hours stays high – also for spontaneous bookings not planned so far in advance.

No car may be booked for more than 14 days.

If there are only 1 or 2 cars in a district, then none of these may be booked for more than 24 hours.

About 67% (2/3rds) of the cars in any district should always be available for trips of less than 24 hours. Currently this means:

	Short Trips (<= 24hrs)	Long Trips (> 24hrs)	TOTAL
The Park	5	2	7
Findhorn village	2	1	3
Forres	3	1 [^]	4
Kinloss	2	0	2

TOTAL	11	5	16
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^ In Forres, only the Orchard Road cars should be used for long trips (> 24 hours).

The manager is responsible for checking the booking system once a week in order to check the bookings for the next couple of months to see if any of these rules have been overlooked. If they have, then the manager will facilitate a dialogue amongst those involved in order to resolve the situation. The starting point will be that the person who booked last needs to delete or change their booking, so the rules are kept.

Members planning trips of more than 3 days should book them at least 1 week in advance.

Members at The Park are asked to use the electric cars for shorter distance trips during the summer (May-September), so the petrol and diesel cars at The Park are available for trips of a longer distance.

The policy is to be administered in a spirit of cooperation, consideration and mutual respect. **The manager** has the right to resolve any disputes about conflicting bookings in a flexible way, treating the rules as guidelines, and using common sense in relation to the given situation. **The manager** is also responsible for updating this policy in accordance with the agreed principles and current experience whenever the number of cars in a district changes.

12. Payments

Members must **pay their bills within 14 days** from the date the bill is sent to them. If a member fails to do this, and owes the car club more than £100, then they may be temporarily suspended until that debt is reduced to below £100. We may charge £5 in interest fees when a member requires a second reminder because they have not paid their bill on time and when a member is late in paying for the second month in a row.

After 6 months membership a member can resign membership of Moray Carshare with one months notice.

If a new member ceases to be a member of Moray Carshare **for any reason** within the first 6 months of their membership, they are still liable to pay their subscription for the first 6 months.

13. Operational Management

The staff of Moray Carshare are employed to help members in a courteous and friendly way. with regard to using our services. Members must respect the roles of the Moray Carshare staff as available at www.moraycarshare.com.

We provide a helpline number (08458 609 609) for enquiries during the hours of 9am to 5pm on Mondays to Fridays. We also provide email addresses and telephone numbers for contacting all our staff directly. Outside these working hours the helpline and individual contact details should only be used for emergencies and other urgent situations. Although we will try to answer calls outside working hours, we cannot guarantee to do.

A full **road rescue service** is provided for use whenever a car is more than 1 miles from its base.

In the **glove compartment** of each car we provide a **members list** and details of what to do in case of a **puncture**, a **breakdown** or an **accident**.

It is up to the car club **Manager** in consultation with the car club **Maintainer** to decide when it is time to procure new cars, when to get rid of current cars from the pool and when to move cars from one base location to another. The main criteria for these decisions are:

- to ensure that a satisfactory level of car availability for members is maintained
- to ensure the financial sustainability of the car club.

Decisions as to which car to buy are taken by the Manager in line with the current Car Buying Policy as agreed by the Trustees, and which is available at www.moraycarshare.com.

Appendix A – Code of Conduct

The aims of *Moray Carshare* are to increase both the quality and the sustainability of our members lives by:

- **raising awareness** of the financial and environmental **costs of using cars**, so we can make more conscious choices for meeting our transport needs, and thereby reduce our ecological footprint.
- **reducing green house gas emissions** and **air pollution** by using more eco-friendly vehicles.
- building a stronger **sense of community** and acceptance of diversity through learning the skills and attitudes that support the sharing of resources so all needs are met.
- making **access to cars more affordable**, and thereby available to a broader range of our local community, as well as improving the financial sustainability of all our members.
- reduce the **number of cars** in our local community, and thereby create a **safer, more beautiful living environment**.
- making a **variety of vehicles** available to our members in an affordable way, so they can pick the car that is most suitable for their current need.
- giving members **more free time**, since they are free of the administration, upkeep and responsibility of owning a car.

Honesty & openness: Members agree to be open and honest in all their communication.

Consideration & gratitude: We aspire to be considerate towards each other, and to thank each other for kindness and consideration that we receive.

Respect: We agree to show each other respect.

Direct communication: If something related to the car club has inconvenienced us or affected us in some other way, we agree to directly contact and dialogue one-to-one with the person we believe may be responsible.

Cooperation: We agree to cooperate around the usage of the car club resources. We agree to clearly communicate information that may be helpful to others. When communicating with each other, we endeavour to listen to each other and to understand the other's feelings, needs and point of view.

Nonviolence: We agree not to use any form of violence (physical or verbal) in order to force our will upon others.

Integrity: We endeavour to keep all our agreements. If we are not able to keep our agreements, we take responsibility for the consequences this causes. In particular, if this causes inconvenience to others, then we ask them how we might be able to support their unmet needs, and what it would take to restore their trust. And we agree to do what we feel is reasonable to act in accordance with this information.

Resolution: We agree to make every effort to resolve disputes. If a dispute does not resolve through dialogue between those directly concerned, we agree to ask for support – from a friend or independent observer or the Manager of the car club, whose role includes facilitating such situations.

Appendix B - Email Policy

Principles: **transparency** of information and keeping **email traffic to the minimum** of what is necessary and useful.

All members must supply their **phone number & email address** when joining.

All members have **access** to a list of phone numbers & email addresses for all members: always available under the members area of the website.

The Manager maintains an email list of **all members**. This should be used by the Manager or Assistant Manager for communicating relevant operational information.

The Manager maintains another email list of all members who want to receive “**car released**” messages, so they have a chance to book a car that is released *the same day*. This list is only to be used when deleting a booking on the same day as the booking. Members can choose to opt out of this list.

The Manager maintains another set of email address lists for each district to be used for requesting or offering lifts. Membership of these lists is optional.

Members should use very clear **subject lines** when sending emails to any of these groups.