



## 1. Introduction

Welcome to The Co-operative Auto Network (The Car Co-op) & The Company Car. The terms and conditions in this Manual are for the benefit of our client Drivers, and the general well-being of The Car Co-op as a whole. This Manual is additional to:

- (a) the Driver Agreement, the DepositFree Agreement, or any other Agreement which includes an agreement to abide by this Manual; it acknowledges the liability of Drivers for various charges and limits the liability of The Car Co-op.
- (b) the vehicle operator's manuals found in the Vehicles. These provide operating instructions specific to each Vehicle.

Drivers are required to abide by this Manual.

## 2. Definitions

In this manual,

'the Co-op' means the Co-operative Auto Network, also known as The Car Co-op;

'Applicants' means prospective Drivers;

'Vehicle' means a vehicle owned or leased by the Co-op and includes any equipment in the Vehicle;

'Driver' means a driver with official permission from a Company Client Administrator to drive on behalf of the Client or on a separate Agreement as mentioned in 1(a);

'You' or 'Your' means an authorized Driver;

'Call Centre Manager' means a manager designated by the Executive Director; and

'Price List' means the price list, including any amendments to it.

## 3. General Rights and Duties

Your participation in the Co-op is valued. Our mission is to ensure that the Co-op is run in a financially, socially and environmentally-responsible manner, in a spirit of good humour, kindness and respect.

## 4. Carrying of a Valid Driver's Licence

You must carry a valid driver's licence with you during every trip. If your driver's licence is suspended, withdrawn or expires, for whatever reason, your driving privileges are immediately terminated. You must inform the Co-op immediately of any suspension, expiry or withdrawal of your driver's licence. Failure to do so may result in the termination of your driving privileges without notice.

## 5. Joining

Participation in this program requires from each driver:

- A valid driver's licence;
- At least three years' driving history;
- Three or fewer traffic violations in the last five years;
- No at-fault accidents in the past three years or ICBC discount of 35% or higher;
- No criminal code convictions under the Motor Vehicle Act; and
- Mandatory participation and completion of an orientation.

A Driving Record, Claims History, and Online Orientation Completion emails are required to confirm each applicants' compliance with these terms.

The Co-op will advise Drivers of violations of any rules. In the event of multiple or serious violations the Co-op reserves the right to suspend the driving privileges of any Driver without notice. Clients will be advised of violations of any rules by Drivers on their accounts (for accounts with multiple Drivers).

## 6. Access Fob

Upon joining, a Driver will receive an access fob which allows you to access Vehicles. The fob remains the property of the Co-op. You are liable for the loss, deterioration and any possible misuse of the fob. If you lose

your fob, you must phone the Co-op office within one hour and inform staff of the loss. Fob replacement fees will be charged according to the Price List.

Assignment or transfers of access fobs between Drivers is not permitted. All Drivers must be authorized by the Co-op or its designate, in person. You may not mark the fob with anything that might indicate it is for Co-op Vehicles. You are liable for any damages which may result from disregarding this rule.

### **7. Booking — How Do I Book a Vehicle?**

If you want to use a Vehicle you must book it before use. When you book a Vehicle you will book it for periods beginning and ending on the hour or half hour. Each Driver is not allowed to reserve more than one Vehicle for the same time period.

### **8. Charges for Booking and for Vehicle Use**

If you book a Vehicle the charges are as follows:

- the full rate for each half hour for which the Vehicle is booked; and
- you may pay a charge per kilometre.

If you return a Vehicle late, or incur fines, you will be required to pay additional fees. All of these charges are set out in the Price List.

### **9. Vehicle Check Before Departure**

Before using the Vehicle you must check for any visible defects. Any visible defects must be documented on a Trip Log, and the Co-op office must be informed by phone voicemail before departure. If the Co-op has not been informed before departure, the last user will always be liable for the damage.

You must also check to ensure that the following are in the Vehicle:

- Vehicle insurance and registration;
- Vehicle operator's manual.

You are required to inform the Co-op office if any of these items are missing. You must not drive the Vehicle if the current insurance and registration are missing.

### **10. Extension of a Booked Period**

If for any reason you cannot keep to the booked return time, you must phone to extend your booking time before the original booked period is over. If an extension is not possible because of a following booking, a late fee will be charged according to the Price List. You may be required to pay the Co-op expenses it incurs from reimbursing other Drivers for expenses under Section 12 of this Manual.

### **11. Cancellations**

If you have booked a Vehicle but subsequently find that you wish to cancel all or part of your booking, a cancellation fee will be payable. If the Vehicle is subsequently used by another Driver during the canceled period, this portion of the cancellation fee will be waived. Cancellations after the booked period has begun (and No Shows) are subject to a prescribed charge as set out in the Price List.

### **12. Booked Vehicle Unavailable**

If the Vehicle is not at its regular parking spot five minutes after the beginning of the reserved time, you may either cancel the reservation without charge or change the reservation to another Co-op Vehicle.

If no other Vehicles are available, with approval from a Call Centre Manager, you may rent a vehicle from a local car rental company or use a taxi, whichever costs less. The difference between what a Co-op Vehicle trip would have cost you and the cost of renting a car will be reimbursed up to the maximum rates but the total reimbursements for rental of a car or taking a taxi will not exceed the maximum total. Rental of a car will only be reimbursed where it is less expensive than using a taxi. Receipts must be submitted for reimbursement.

### **13. Emergency Drivers**

If an emergency occurs and the life or safety of you or another person is at risk you may allow another person to drive a Co-op Vehicle, on the following condition:

- (a) that you check that she or he has a valid driver's licence;
- (b) that you ensure that she or he is capable of driving before the trip and is not under the influence of any intoxicating substance; and
- (c) that you only allow him or her to drive the Vehicle under your personal supervision. You are liable for any fees, costs or damages arising from that person's use of the Co-op Vehicle.

#### **14. Treatment and Operation of Vehicles**

As a Driver, you agree to treat Vehicles carefully. You also agree to leave the car clean inside and out and to secure the vehicle properly against theft. Whenever you leave the car somewhere, you agree to secure it against theft by fobbing out. You must operate Vehicles according to the Vehicle operator's manual located in the Vehicles. You will be liable for any damage to the Vehicle that results from disregarding these rules.

Children under the age of 12 are required to wear seat belts in the rear seats and where appropriate, use child seats appropriate to their age and size. Proper regard must be given regarding messes made by children walking on seats or eating in the Vehicles. Please keep the Vehicles clean.

Particular care should be exercised when using roof racks or bike racks. You must ensure that they are well secured to the Vehicle and that bicycles or other gear are properly secured to the racks. You must also ensure that neither the rack nor the gear will damage the Vehicle.

#### **Smoking is prohibited in all Vehicles.**

**Pets are restricted** except inside a secured pet box. Proper regard must be given to the cleaning of pet hair and other messes. Where a Vehicle is identified as being totally pet-free (for allergy sufferers) you must not carry pets in that Vehicle at all. Doing so will incur a heavy penalty as set out in the Price List. Failure to clean cars after transporting a pet may lead to termination of this agreement.

All Drivers are expected to adhere to all laws respecting the operation of motor vehicles and road safety. Vehicles may not be:

- driven in any race or competition,
- used for any illegal purpose, or
- used while the driver is under the influence of any intoxicating substance.

You are responsible for maintaining a low noise level at the designated parking spot and to park only in that spot. Immediately report any illegal use of the spot by a non-Co-op Vehicle to the Co-op office.

#### **15. Refueling**

Provided you submit a copy of gasoline receipts to the Co-op marked with your account number and odometer reading, you will be reimbursed for the cost of refueling Vehicles. It is your responsibility to ensure that the Vehicle's gas tank is a minimum 1/4 full on return.

#### **16. Washing**

The Car Co-op washes the Vehicles according to a set schedule. However, it is your responsibility to clean the Vehicle of any mess inside or out. Leaving the Vehicle dirty for fellow Drivers may result in cleaning costs for you. Keep in mind: if you take a Vehicle through a car wash and vacuum the interior, the Co-op will reimburse you (please attach receipts to the Trip Log) – even if it's your mess. If you don't clean up, **you will be charged** in addition to any penalty assigned.

If you find a Vehicle is not clean, please clean it and let Co-op staff know about extraordinary filth. Whenever you clean a Vehicle please be sure to make environmentally-responsible decisions about appropriate locations for the wash, soaps and solvents! The Co-op office has more information on this.

#### **17. Maintenance and Emergency Repairs**

The Car Co-op will undertake regular maintenance of Vehicles. However, during the booked period, you must ensure that brake fluid, engine oil, coolant, windshield washer and power steering fluid levels meet Vehicle operator's manual specifications. You must also ensure that tire pressure is maintained at Vehicle operator's

manual specifications. Any receipts for purchases or repairs you make to ensure the Vehicle is operable must be marked with your account number and submitted to the Co-op. You will be reimbursed up to \$50 or, in the case of repairs, a higher amount approved by a Call Centre Manager. Any expenses paid in US dollars will be reimbursed according to that day's Bank of Canada exchange rate.

### **18. Return**

You must properly return the Co-op Vehicle by the end of your booking period. Proper return of the Vehicle means that :

- a) it is parked and properly locked, with all its papers intact, at its official parking spot;
- b) the interior and exterior of the Vehicle is tidy, and you have removed your personal belongings;
- c) the Trip Log has been completed in a correct and readable manner, signed and returned above the driver's side sun visor;
- d) the fuel tank is at least 1/4 full;
- e) the Vehicle's key has been removed from the ignition and returned to its pouch;
- f) you fob out and check that the Vehicle doors are locked.

If the Vehicle is not properly returned you may be charged a fee according to the Price List. If you fail to return the Vehicle two hours past your booked time for return without calling to inform a Call Centre Manager, the Manager will call your listed phone numbers. If you cannot be contacted and have not given any indication to the Co-op that you will be driving in an area where there are no telephones, the Vehicle will be reported to the police as missing.

### **19. Roaming**

You may be allowed to use vehicles of car sharing organizations (CSOs) which have signed a roaming agreement with The Car Co-op. Whether or not you are allowed to use such vehicles will depend on the terms of the roaming agreement. Any roaming must be registered with The Car Co-op and will be according to the terms and prices of the other CSO. If you book or use a vehicle under the terms of a roaming agreement, you release the Co-op from any claims related to the use of the vehicle and agree to indemnify the Co-op from any claims or costs that may arise out of the use or booking.

### **20. Insurance**

The Car Co-op is responsible for ensuring that all Vehicles carry sufficient insurance, including liability insurance. The insurance conditions are available for your inspection and can be read at the Co-op office. If you are involved in an accident and a claim is made against you or the Co-op, settlement of that claim will be at the discretion of the Co-op or its insurer.

### **21. Accidents and Damage**

Any accident or damage in connection with the Vehicle you are using must be immediately reported to the Co-op office (by phone or in person) and possibly to the police. You are obliged to secure evidence from any available witnesses and to provide the Co-op with a written description of the accident and the damage incurred. After an accident you may only continue your trip with the explicit permission of the Co-op office.

- If
- a) there is any loss of or damage to Vehicles, including the costs of temporarily replacing a Co-op Vehicle during repairs, or
  - b) there are any claims by third parties against the Co-op, you or a Driver authorized by you, which are not covered by the Co-op's insurance policy and arise out of your use of a Co-op Vehicle, you will be responsible for the loss, damage or claim.

Your liability will normally be the first \$500 of damage. You may also be liable for the entire cost of vehicle repair or replacement and claims made by third parties if the Co-op's insurance policy does not apply (for instance, because you have driven while intoxicated). If, during the time you have booked, a Vehicle damage occurs to the booked Vehicle or claims are made against the Co-op or you for damages resulting from use of the Vehicle, you will be deemed to be using the Vehicle and be responsible for any costs incurred by the Co-op.

If a repair either costs \$200 or less or has been approved in writing by a Call Centre Manager, you may arrange to have it completed at your expense. You will not be compensated for this amount. You must inform the Co-op immediately about any such repair.

## **22. Liens and Impoundment**

If the Vehicle is towed and impounded for illegal parking while you have booked it, you are responsible for recovering the Vehicle and paying any costs arising from the Vehicle being towed.

If, without the approval of the Co-op you allow a lien to be placed on a Vehicle or allow the Vehicle to be impounded (for instance, by failing to pay for repairs which you have authorized) you are responsible for all costs, court and legal fees incurred by the Co-op in pursuing the speedy return of the Vehicle as well as any service charges.

## **23. Fees for Violations**

If you violate any term or condition of this manual you are subject to any applicable fees.

## **24. Suspension of Driving Privileges**

If the Executive Director or designate has reason to believe that you have violated any term or condition included in this Manual your driving privileges may be temporarily suspended with or without notice.

## **25. Automatic Suspension**

Your driving privileges automatically suspended if you are charged with driving without due care and attention under the Motor Vehicle Act or any vehicle related offense under the Criminal Code including:

- operating a motor vehicle while impaired;
- operating a motor vehicle while with over 80 mg alcohol per 100 ml of blood;
- failing to provide a breath sample;
- dangerous operation of a motor vehicle;
- failure to stop at the scene of an accident.

If there is a conviction of any of the offenses referred to in this section your driving privileges will be permanently terminated.

Your driving privileges will also be automatically suspended if you fail to meet the Co-op's minimum driving standards for vehicle insurance. Once you join these standards are:

- No more than five late Vehicle returns within the past six months;
- No more than one at-fault accident (50% or more at fault as determined by ICBC) involving another vehicle within the past three years;
- Zero at-fault accidents (50% or more at fault as determined by ICBC) involving another vehicle within your first three years of driving, or within three years of any accident which appeared on your driving record at the time you started driving with the Co-op.

For the above suspensions, your driving privileges will be reinstated:

- on the six month anniversary of the first late Vehicle return; or
- on the three year anniversary of the first at-fault accident involving another vehicle.

## **26. Return of Access Fob upon Termination**

If driving privileges are suspended or the account is terminated your fob must be immediately returned to the Co-op office.

## **27. Amendments to the Manual**

The Board (not including any committees of the Board) can amend the Manual at any time pursuant to the Bylaws of The Car Co-op. Any such changes will be provided to Drivers and Clients within seven days.

## **28. Severability**

If any single part of this Manual is found to be legally ineffective it shall not affect the validity of the rest.

## **29. Notice**

If this Manual requires The Car Co-op or the Board to give you notice, notice will be sent to you at the address provided in your agreement. If your address changes you must notify The Car Co-op in writing.