



# Regina Car Share Co-operative Policy Manual

Updated October 2015

## 1. Introduction

Welcome to the Regina Car Share Co-operative (RCSC). The terms and conditions in this Manual are for the benefit of our members, and the general well-being of the RCSC as a whole. This Manual is additional to:

- i) Regina Car Share Co-operative Bylaws
- ii) Regina Car Share Membership Application. This includes a Driving Agreement to abide by the Bylaws and this Manual; it acknowledges the liability of members for various charges and limits the liability of RCSC
- iii) Vehicle operator manuals (in glove compartment). These provide operating instructions specific to each vehicle.

Members are required to abide by all of these documents. If applying for membership you must read and understand all of this Manual before signing the Membership Application. By signing the Membership Application you are indicating your understanding of the various rules and obligations contained in this Policy Manual and you are agreeing to abide by those rules and obligations. Your and RCSC's legal rights and obligations are determined solely by the terms in this Manual, the Membership Agreement, and vehicle operator's manuals.

## 2. Definitions in this Agreement

- a) “**Bylaws**” refers to the RCSC Bylaws as amended from time to time by the Members of the Co-operative;
- b) “**Co-operative**” means the Regina Car Share Co-operative;
- c) “**Co-operative Vehicle**” means a vehicle owned/leased by RCSC and includes any equipment in the vehicle;
- d) “**Designated Drivers**” are individuals who have been authorized to drive Co-operative Vehicles for a Member with a visual, mental, or physical impairment when that Member is present in the vehicle;
- e) “**Driving Agreement**” refers to the Co-operative driving agreement which is the legal contract between the Co-operative and the Member.
- f) “**Fleet Manager**” means the manager designated by the Board;

- g) **“Member”** refers to the applicant who has been approved by the Board to join the Co-operative, and has signed the Driving Agreement and paid the prescribed fees;
- h) **“Member Share”** refers to the money deposited with the Co-operative by the member upon joining the Co-operative;
- i) **“Policy Manual”** refers to the Co-operative's policy manual to be read by Members before joining the Co-operative which defines all policies and rules governing membership within the Co-operative.
- j) **“Price List”** means the price list approved by the Board, including any amendments to it, which sets out the dollar amounts associated with membership, usage of Co-operative Vehicles, and infractions. The Price List is posted on the Co-operative's website.
- k) **“RCSC”** means the Regina Car Share Co-operative Ltd.

Wording importing the masculine gender shall include the feminine, and words importing the singular shall include the plural and vice versa.

All capitalized terms contained herein but not defined shall have the definition given to them in the Bylaws.

### **3. Member Share Deposit and Refund**

Applicants for membership, once approved by the Board, are required to purchase a Member Share by way of paying in full an applicable Member Share as this term is defined in the Bylaws. The price for shares is set out in the Bylaws. This deposit will be refunded if the application is not accepted by the Co-operative. If you are accepted as a Member, the deposit will be used to purchase the required shares in the Co-operative. The shares represent your share in the ownership of the Co-operative and therefore the vehicles and assets belonging to RCSC. A credit card number is required to serve as security for any liabilities resulting from this contract. If you do not wish to provide a credit card number a \$500 deposit can be paid instead.

For the organizational stability of the Co-operative, the Board must be sure that members are serious about their involvement with RCSC. You should not apply for membership unless you intend to maintain your membership for at least six months. If you or the Co-operative terminate your membership during your first 6 months of membership, the Co-operative is not required to refund your shares until 6 months after you have become a member or 90 days after your membership is terminated, whichever comes later. In addition, appropriate monthly administration

fees may be charged. If you or RCSC terminate your membership after the 6 months of membership, RCSC will refund your shares within 90 days. In either case RCSC will only refund that portion of your shares (if any) remaining after deductions for monies owing to the Co-operative.

#### **4. Application and activation**

Applicants for membership must also pay an Activation Fee according to the Price List. The Activation Fee is non-refundable.

#### **5. General Rights and Duties**

As a member of the Co-operative, you are entitled and encouraged to attend annual or special meetings, vote for Directors, stand for election as a Director, and join steering committees. Your active participation in the affairs of the Co-operative is valued to ensure that it is run in a financially, socially, and environmentally-responsible manner, in a spirit of good humour, kindness, and respect.

#### **6. Carrying of a Valid Driver's Licence**

You must carry a valid driver's licence with you every time you use or operate a Co-operative Vehicle. The rights of membership are conditional on you having possession of a valid driver's licence. If your licence is suspended, withdrawn or expires, for whatever reason, your right to drive expires immediately. You must inform the Co-operative immediately of any suspension, expiry or withdrawal of your driver's licence.

#### **7. Keys**

After being accepted as a Member, purchasing the required shares, paying the Activation Fee, and agreeing to pay the fees as set out in the Price List, you have the right to use the vehicles of the Co-operative according to the Driving Agreement and this Policy Manual. You will receive access to keys which allow you to access Co-operative Vehicles. The keys remain the property of the Co-operative. You are liable for the loss, deterioration and any possible misuse of the key and other material. You are not allowed to make copies of the key. If you lose an RCSC key, you must phone RCSC within one hour and inform them of the loss. A key and lock replacement fee will be charged according to the Price List. You may not mark the key with anything that might indicate it is for a Co-operative Vehicle. You are liable for any damages which may result from disregarding this rule.

#### **8. Cross Use**

As a Member, you may be allowed to use vehicles of car share co-operatives which have signed a cross-use agreement with RCSC. Whether or not you are allowed to use such vehicles will depend on the terms of the cross-use agreement. Your intent to cross-use must be registered with RCSC and the cross-use will be according to the terms and prices of the other co-operative. If you use or book a vehicle under the terms of a cross-use agreement, you release RCSC from any claims related to your use of the vehicle and you agree to indemnify RCSC from any claims or costs that may arise out of the use or booking. It is your responsibility to inquire at the other car-share co-operative whether they have a cross-use agreement with RCSC.

## **9. Special Needs or Disabled Members**

If you are unable to drive safely because of a visual, mental, or physical disability you may appoint a designated driver to drive for you. Before they can drive for you, you must provide RCSC with a copy of the Designated Driver's name and driver's licence and pay a registration fee on their behalf. Designated Drivers can only use Co-operative Vehicles if they have been approved by an authorized representative of RCSC. A Designated Driver's right to drive can be suspended for any of the reasons for which a Member's driving rights may be suspended. Your Designated Driver can only use Co-operative Vehicles when you are present. You must maintain possession of lockbox keys. You are responsible for ensuring that the Designated Driver abides by all the terms of this agreement. If under the terms of this agreement a driving Member would be liable to pay any monies, you are responsible for paying that amount, notwithstanding that you may not have been the vehicle driver. You will indemnify RCSC for any claims arising from the Designated Driver's use of a Co-operative Vehicle if you would have been liable as a driver under the terms of this Manual.

## **10. Booking a Vehicle**

If you want to use a Co-operative 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. You are not allowed to reserve more than one vehicle at the same time. If you take a vehicle without a booking, you will be charged a penalty as set out in the Price List.

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

If you book a Co-operative Vehicle you will pay:

- i) the full half hour rate for each half hour for which the vehicle is booked; and
- ii) the charge per kilometre.
- iii) If you return a vehicle late, you will be required to pay an additional fee.

These charges are set out in the Price List.

## **12. Vehicle Check before Departure**

Before using the Co-operative Vehicle you must check for any visible defects. Any visible defects which are not yet included on the defect list must be added, and the Fleet Manager must be informed by phone before departure. If RCSC 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 included in the glove box:

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

You are required to inform the Fleet Manager if any of these items are missing. You must not drive the vehicle if current insurance and registration are missing.

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

If for any reason you cannot keep to the booked return time, you must prolong your booking time before the original booked period is over. If an extension is not possible because of a following booking, a fee will be charged according to the Price List. Also you will be required to pay RCSC any of the expenses it incurs from reimbursing other Members for taxi or rental car expenses under paragraph 15.

## **14. 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 according to the Price List. If the vehicle is subsequently used by another Member during the cancelled period, this portion of the cancellation fee will be waived. Cancellations (and NO SHOWS) after the booked period has begun are subject to a prescribed charge according to the Price List.

## **15. Booked Vehicle Unavailable**

If the vehicle is not at its regular parking spot fifteen minutes after the beginning of the reserved time, you may either cancel the reservation without charge or change the reservation to another Co-operative Vehicle. If no other Co-operative Vehicles are available you may rent a vehicle from a local car rental company or use a taxi, whichever costs less. The difference between what a Co-operative Vehicle trip would have cost you and the cost of taking a taxi will be reimbursed up to the maximum amount set out in the Price List. The difference between what a Co-operative Vehicle would have cost you and the cost of renting a car will be reimbursed up to the maximum rates set out in the Price List but the total reimbursements for rental of a car will not exceed the maximum total set out in the Price List. Rental of a car will be reimbursed only where it is less expensive than using a taxi. Receipts must be submitted for reimbursement.

## **16. Emergency Drivers**

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

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

## **17. Treatment and Operation of Co-operative Vehicles**

As a member, you agree to treat Co-operative Vehicles carefully and ensure that your Designated Driver treats Co-operative Vehicles carefully. You also agree to leave the Co-operative Vehicle clean inside and out and to secure the lockbox properly against theft. Whenever you leave the Co-operative Vehicle somewhere, you agree to secure it against theft. You or your Designated Driver must operate Co-operative Vehicles according to the operator's manual located in the vehicles. You will be liable for any damage to the vehicle that results from disregarding these rules. You must always operate the Co-operative Vehicles in a manner consistent with all highway traffic laws.

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 car. Please leave the Co-operative Vehicles clean.

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

Smoking is prohibited in all Co-operative 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 Co-operative vehicle is identified as being totally pet-free (for allergy sufferers) you must not carry pets in that vehicle at all. Failure to clean Co-operative Vehicles after transporting a pet may lead to termination of your membership.

Co-operative Vehicles may not be:

- i) driven in any race or competition,
- ii) used for any illegal purpose,
- iii) used while the driver is under the influence of any intoxicating substance, or
- iv) used on roads that are not regularly maintained.

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-operative Vehicle to the Co-operative.

## **18. Refueling**

Provided you submit a copy of gasoline receipts to RCSC marked with your membership number, the Co-operative Vehicle's licence plate number and odometer reading, you will be reimbursed for the cost of refuelling Co-operative Vehicles. It is your responsibility to ensure that the Co-operative Vehicle's gas tank is a minimum half full on return.

## **19. Washing**

RCSC will undertake the washing of the car according to a set schedule. It is your responsibility to clean the car of any mess inside or out. Leaving the car dirty for fellow members may result in your having to pay the cleaning costs. Keep in mind: if you take a Co-operative Vehicle through a car wash and vacuum the interior, RCSC pays for it (attach receipts to the Trip Log) – even if it's your mess. If you do not clean up, however, you will

be invoiced for RCSC to have it cleaned, in addition to any penalty assigned.

If you find a Co-operative Vehicle is not clean, even if it is NOT your mess, please clean the car and let RCSC know about really messy cars. Whenever you clean a Co-operative Vehicle please be sure to make environmentally responsible decisions about soaps and solvents.

## **20. Maintenance & Emergency Repairs**

RCSC will undertake regular maintenance of Co-operative Vehicles. However, during the booked period, you must ensure that brake fluid, engine oil, coolant, windshield washer, and power steering fluid levels meet operator's manual specifications. You must also ensure that tire pressure is maintained at operator's manual specifications. Any receipts for purchases or repairs you make to ensure the Co-operative Vehicle is operable must be marked with your membership number and submitted to RCSC. You will be re-imbursed up to a \$50.00 limit or, in the case of repairs, a higher amount approved by the Co-operative.

## **21. Return**

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

- i) the interior and exterior of the vehicle is tidy; the trip log has been completed in a correct and readable manner, signed and placed in the holder; the fuel tank is at least half full;
- ii) the vehicle's key has been safely returned to the lock box.
- iii) the vehicle is parked and properly locked, with all its papers intact, at its official parking spot.

If the Co-operative Vehicle is not properly returned you may be charged a fee according to the Price List. If you return a Co-operative Vehicle late resulting in another Member having to rent a vehicle or take a taxi, you will be required to pay to RCSC any of the expenses that RCSC incurs when reimbursing other Members for taxi or rental car expenses under paragraph 15, in addition to a fee as set out in the Price List.

If you fail to return the Co-operative Vehicle two hours past your booked time for return without calling to inform the Fleet Manager, the Manager will call your listed phone number. If you cannot be contacted and have not given any indication to the Fleet Manager that you will be driving in an area where there are no telephones, the vehicle will be reported to the police as missing.

## **22. Payments**

As a Member you agree to be bound by the current Price List and pay for your usage as you are billed. A bill will arrive monthly and must be paid within fifteen days of mailing. If an overdue amount exceeds \$25.00, a late payment charge of 1.25% per month, compounded monthly, will be charged on the total overdue amount.

## **23. Insurance**

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

## **24. Accidents and Damage**

Any accident or damage in connection with the car you are using must be immediately reported to the Fleet Manager by phone or in person and to the police. You are obligated to secure evidence from any available witnesses and to provide RCSC with a written description of the accident and the damage incurred. After an accident you may continue your trip only with the explicit permission of the Fleet Manager. If there is any loss of or damage to Co-operative Vehicles, including the costs of temporarily replacing a Co-operative Vehicle during repairs, or there are any claims by third parties against RCSC, you or a driver authorized by you, and which are not covered by RCSC's insurance policy and arise out of your use of a Co-operative Vehicle, you will be responsible for the loss, damage or claim.

Your liability will normally include the insurance deductible. You may also be liable for the entire cost of vehicle repair or replacement and claims made by third parties if RCSC's insurance policy does not apply (if, 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 RCSC 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 RCSC.

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

## **25. Liens and Impoundment**

If a Co-operative 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 RCSC you allow a lien to be placed on a Co-operative 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 RCSC in pursuing the speedy return of the vehicle as well as any service charge in the Price List.

Traffic or parking tickets incurred during the course of a member's booking may be paid directly by the Member without further penalty. If paid by the Co-operative on behalf of the member, the member will be responsible for the cost of the ticket, as well as an administration charge as set out in the Price List.

## **26. Fees for Violations**

If you violate any term or condition of the Driving Agreement, this Manual, or the Bylaws, you are subject to any fees applicable under the Price List.

## **27. Suspension of Driving Rights**

If the Board has reason to believe that you have violated any term or condition of the Driving Agreement, this Manual, or the Bylaws, it can, without notice, temporarily suspend your right to drive. The Board will only suspend a Member's right to drive without notice where it is of the opinion that doing so is necessary to protect the property of RCSC or the safety of its Members or the public.

The Board will, within two working days of its decision to suspend your right to drive, send a notice of the suspension to you by courier or registered mail. The notice will specify the occasion on which you are suspected of violating terms or conditions and which terms or conditions you are suspected of violating. The notice will include a time and place for a meeting at which you will have an opportunity to discuss the suspected violation and the suspension with the Board.

Unless you agree to another time, the meeting will be no earlier than one week after the suspension and no later than three weeks from the date of the suspension. The suspension of your driving rights will extend to the time of the meeting.

If, after having met with you, the Board finds that you did violate a term or condition of the Membership Application, this Manual or the Bylaws, the Board may extend the suspension of your right to drive for a period set by the Board. If you do not attend the meeting the Board may extend the suspension in your absence. A copy of the decision with reasons will be provided in writing to you by registered mail or courier within 10 days of the decision having been made.

## **28. Suspension if Payments in Arrears**

The Board may also suspend your right to drive if you default in paying any amount owing to RCSC. This can be done, without notice, one week after a second reminder is sent to you by regular mail or email. The suspension remains in effect until such time as you have paid any amounts owing, including any interest accrued.

## **29. Automatic Suspension**

Your right to drive is automatically suspended if you are charged or convicted of any offences under the laws of Saskatchewan, Canada or the equivalent laws of another jurisdiction of driving related offences punishable by incarcerations, including

- operating a motor vehicle while impaired, or
- operating a motor vehicle with blood alcohol level over the legal limit, failing to provide a breath sample, or
- dangerous operation of a motor vehicle, or
- failure to stop at the scene of an accident.

If you are convicted of any of the offences referred to in section 29 your right to drive will be permanently suspended and your membership terminated.

## **30. Suspension and Termination**

If the Board has reason to believe that you have, on more than three occasions, violated terms or conditions of the Driving Agreement, this Manual, or the Bylaws, it can, without notice, temporarily suspend your right to drive and make a motion that your membership in RCSC be terminated.

The Board will, within two working days of its decision to suspend your right to drive, send a notice of the suspension and motion to terminate to you by courier or registered mail. The notice will specify the occasions on which you are suspected of violating terms or conditions and which terms or conditions you are suspected of violating. The notice will include a time

and place for a meeting at which you will have an opportunity to discuss the suspected violations, the suspension and the termination with the Board. Unless you agree to another time, the meeting will be no earlier than one week after the suspension and no later than three weeks from the date of the suspension.

After the meeting the Board can decide to:

- end the suspension, with or without conditions;
- extend the suspension for a specified period; or
- terminate your membership.

If you do not attend the meeting the Board may make the decision in your absence. A copy of the decision with reasons will be provided in writing to you by registered mail or courier within 10 days of the decision having been made.

### **31. Return of Key(s) upon Termination**

If either your right to drive is suspended or your membership is terminated you must immediately return your key(s) to the Fleet Manager.

### **32. Termination by Member**

You can terminate your membership in writing at any time. Your termination will only be effective on your return of all key(s) in your possession.

### **33. Amendments to the Manual**

The Board (not including any committees of the Board) can amend this Manual at any time. You, along with all other Members have a role in deciding the terms of this Manual through your right to elect members of the Board. Also, if two weeks prior to a regularly scheduled meeting of the Board you provide a draft amendment in writing to the Fleet Manager, the Board will consider that amendment at its next meeting.

Within one week of any amendments being approved by the Board they will be mailed to Members. Amendments will not be effective any sooner than 28 days after they are approved by the Board.

The Board can amend the Price List at any time. Within one week of any amendments being approved by the Board they will be mailed to Members. Amendments will not be effective any sooner than 14 days after they are approved by the Board.

Any agreement which is made which differs from the terms of this Manual must be made in writing and signed by an authorized representative of the Board.

**34. Severability**

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

**35. Notice**

If this Manual requires RCSC or the Board to give you notice, notice will be sent to you at the address provided in your Driving Agreement. If your address changes you must notify RCSC in writing.