

## National CarShare Terms and Conditions

These terms and conditions form the basis of a contract between each Member and National CarShare and must be adhered to by all Members.

Individuals who are given free access to our service are also bound by these terms and conditions.

### Wording

Car sharing - the practice of two or more people sharing a car (or other suitable vehicle for use on the public roads) from one place to another.

Member - a registered Member of National CarShare.

The Service - The total car sharing information service provided by National CarShare including (but not restricted to, the Information Line, the Internet Web site, the Members' quarterly newsletter, the provision of Membership cards.

### The Company

National CarShare ([www.nationalcarshare.co.uk](http://www.nationalcarshare.co.uk)) is operated and maintained by Intunet. Intunet is a trading style of Technotheurgic Ltd Registered in England and Wales Number 02929340 VAT number 704475345 Registered office 12 Malvern Road Bournemouth BH9 3AQ.

The Company provides a car sharing information service with the aim of enabling Members to make contact with each other for the purpose of sharing their vehicles rather than driving alone.

### Variation

National CarShare may notify you of any changes to these Terms and Conditions by notice of variation by giving you notice either by posting it to your last known address or by inclusion in our quarterly newsletter which will be sent to your last known home address or by sending it as an email attachment to the email address provided on your application form.

Changes will also be posted on our internet web site.

### The Law

These terms and conditions and all matters arising out of your Membership of National CarShare are subject to the Laws of England and the jurisdiction of the English courts.

### Force Majeure

We will not be liable if we are unable to perform our obligations under these terms and conditions due to the failure of any machine, data processing system or transmission link or to any industrial dispute or anything outside our control.

National CarShare cannot, and does not, guarantee that it will find a compatible driver or passenger for its Members and our inability to do so will not be considered reason for any compensation whatsoever.

We cannot accept any responsibility or liability for any loss or injury incurred by any Member who subscribes to our service.

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## Motor Insurance

Individuals are responsible for informing their insurance company, and/or any other individual(s) or corporate body(ies) which may have an interest in the vehicle in question, of their participation in National CarShare's car sharing scheme with specific reference to the petrol contribution which drivers are entitled to receive from passengers. A pro forma letter is provided to Members at [www.nationalcarshare.co.uk/downloads](http://www.nationalcarshare.co.uk/downloads) to send to any such organisation or individual.

National CarShare accepts no responsibility for losses incurred, directly or indirectly, due to the driver accepting petrol contributions from other Members.

## Membership

Membership will be at the discretion of National CarShare and no reason will be given if an application for Membership is refused.

Membership entitles only the individual registered to make use of the Service.

When you register as a member you will be asked to provide a password, and a confirmation email will be sent to you. This in turn links back to our registration process to verify your email address.

You must not divulge your password to anyone and you must not use your Membership of National CarShare to attempt to make car sharing arrangements for other people even if on behalf of a bona fide National CarShare Member. This would be considered fraudulent use of the Service.

## Misuse

Misuse of the service includes any illegal or unsocial behaviour when using the Information Line itself or when making contact with other Members or when sharing a car with other Members.

Telephoning other Members, having obtained their telephone numbers from the Service, must be for the purpose of arranging to car share and for no other reason.

If you are requested by another Member not to call them again you must comply with their request. Failure to do so will render the offending Members to suspension from the Service for a period of time decided by National CarShare. It might also be considered appropriate for National CarShare to inform the telephone company(ies) involved and the police.

The purpose of the Service is to provide an information service to enable Members to make arrangements to share their vehicles to make journeys by road. Using the Service for any other intention is deemed to be a misuse.

Messages left in another Member's Message Box must include your name and telephone number and a brief description of the journey you wish to make. You must refrain from using language that would be considered abusive, profane or offensive to the average person.

## Termination

You may terminate your Membership at anytime by emailing [contact@nationalcarshare.co.uk](mailto:contact@nationalcarshare.co.uk), or by simply abstaining from using the service.

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## Communication with National CarShare

National CarShare can be contacted by email, post and telephone.

Telephone messages will be acted upon but not requests to return calls. If we are unable to take your call and you wish to speak with a Member of the National CarShare team you must try calling again later. Calls to National CarShare' help lines may incur a charge higher than standard rate. To be sure of the charge you should check with your telephone provider the cost to you of using our helpline number.

If you wish to write to us please enclose a stamped addressed envelope if you need a reply.

Any change of personal details, such as change of address, should be recorded in the registration section of the National CarShare web site. Any Members with whom you regularly share should also be informed personally.

## Our obligations to other Members

Once you have arranged to car share with another Member or Members you must be at the meeting point at the agreed time. If you cannot make it you must make every effort to contact the other party to let them know. The driver is under no obligation to wait for the passenger if he or she is late.

Passengers are requested to comply with the driver's request for them not to smoke, eat or drink in the car.

The ultimate decision of where and at what time to meet, the route to be taken and the drop off point is the driver's. The driver should make these known to the passenger when making the arrangements to meet.

You should ensure your logged travel itinerary is kept up to date. This will prevent prospective passengers from wasting your time and theirs calling you only to find that you are not in a position to give them a lift.

## Documentation

Members must hold and continue to hold a valid full UK driving licence to participate as a driver. Members who lose their driving licence for any reason can still participate as passengers).

A passenger is entitled to be shown the driver's driving license, the vehicle's MOT certificate and insurance policy certificate. (Passengers wishing to view these items should request the driver to have them available at the meeting point)

## Security

Personal security is the responsibility of each individual Member and National CarShare cannot accept responsibility for the actions of its Members.

National CarShare does not accept any responsibility for disputes between Members. We cannot accept responsibility for physical injury, emotional distress, mental suffering or psychological injury resulting from Members car sharing.

You are under no obligation to get into a car with, or offer a lift to, other National CarShare Members. You do so entirely at your own risk and assessment of that risk.

National CarShare does not vet Members and Membership of National CarShare does not imply any reference on the Company's part of the Member's character or mental state, past or present. Similarly the Company makes no request from applicants regarding any criminal record they may have.

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### Security (Continued)

You must notify National CarShare of any unfavourable incidents experienced with other Members remembering to give as much detail as possible when writing or emailing to us.

The Company does not imply any warranty or guarantee of road-worthiness of vehicles used by its Members. The company does not guarantee the validity or cover of its Members' insurance policies.

All information supplied to National CarShare by its Members will be treated in the strictest confidence, is subject to the Data Protection Act and will not be divulged except for the purpose of enabling Members to make contact so that they can make arrangements to share their vehicles.

The information may also be used for statistical purposes and management reports only but your identity will remain unknown.

All Members warrant the accuracy of all the information supplied by them to National CarShare which accepts no responsibility whatsoever for any inaccuracies howsoever arising.

The Member warrants that they know of no medical or psychological reason why they should not be a registered Member of National CarShare.

The right to accept or refuse Membership to anyone is the sole discretion of the Company

By applying for Membership of National CarShare applicants are giving National CarShare permission to give their name and the telephone numbers to other Members to enable them to contact you.

### Ad Hoc / Regular Travel matching facilities on our web site

People making car-sharing arrangements by using the free matching facility on our web site do so in the knowledge the users are not necessarily registered Members of National CarShare. National CarShare has only the information provided by the users on our web site and National CarShare does not warrant the authenticity of the information. National CarShare does not accept any responsibility for disputes between users of the matching facility and we cannot accept responsibility for physical injury, emotional distress, mental suffering or psychological injury resulting from any dispute between users.

To enter or request a lift on the site, you must be a registered Member.

### Petrol Contributions

Passengers may pay a fuel and/or running expenses contribution to the driver on arrival at the planned destination. Passengers must have the exact change ready to pay the driver. Promises to pay later or to return the favour are not permitted.

Drivers having problems with passengers in this regard should inform National CarShare in writing or by email.

By way of a reminder - Driver Members are responsible for informing their insurance company (and/or any other individual(s) or corporate body(ies) which may have an interest in the vehicle in question) of their participation as a National CarShare driver with specific reference to the fuel and/or running expenses contribution which they are entitled to receive.

### Miscellaneous

Minors: Members must be at least 18 years old to apply for Membership of National CarShare.