

CarShareHFX Driver Terms



Introduction

CarShareHFX provides self service access to a fleet of vehicles on an hourly basis. This document is entered into by each Driver and CarShareHFX. These Terms apply to the qualification of Drivers and the reservation and use by Drivers of the Vehicles provided by CarShareHFX.

Definitions:

- D1. In this agreement, the following terms shall have the following meanings:
- (a) **"Agreement"** refers to the separate document entered into by Members and CarShareHFX with respect to the services provided to Members and their Drivers;
 - (b) **"CarShareHFX"** is a unit of CarShare Atlantic Ltd., a body corporate incorporated under the laws of the Province of Nova Scotia with its registered office located at 2459 Agricola Street, Halifax, NS, B3K 4C1;
 - (c) **"Courtesy Administrative Charges"** means the courtesy administrative charges set out in these Driver Terms at clauses D40 through D46;
 - (d) **"Criteria for Drivers"** means the eligibility criteria for Drivers set out by CarShareHFX as part of the application form available on the Website;
 - (e) **"Driver"** means a person whose name appears on the Drivers List linked with a Member and who has been issued a Driver ID number, password and fob;
 - (f) **"Drivers List"** is the list of Drivers that a Member has authorized to use on their account;
 - (g) **"Hotline"** means a phone line maintained by CarShareHFX whose phone number is (902) 407-3111;
 - (h) **"Fob"** means a RFID Access Fob or key fob issued by CarShareHFX to a Driver;
 - (i) **"Handbook"** refers to the handbook compiled by CarShareHFX and kept in the glove compartment of the Vehicle, as amended from time to time;
 - (j) **"Linked Member"** means the Member to whom an individual Driver is associated with by being placed on their Drivers List;
 - (k) **"Manual"** refers to the operator's manual for the Vehicle which is located in the glove compartment of the Vehicle;
 - (l) **"Member"** is the individual or legal person who has entered into an Agreement with CarShareHFX with respect to the use of the Vehicles by its Drivers;
 - (m) **"Member ID"** includes a User ID and Password which are issued by CarShareHFX to a Member for administrative use with their account, including control of the Drivers List ;
 - (n) **"Rates and Fees"** means the current list of rates and fees for use of the Vehicles, as posted on the CarShareHFX website;
 - (o) **"Reservation"** means the period of time booked by the Driver for use of the Vehicle;

CarShareHFX Driver Terms

- (p) **"Terms"** refers to this document entered into by CarShareHFX and Drivers;
- (q) **"Vehicle"** means a vehicle owned or leased by CarShareHFX and includes any equipment in the vehicle;
- (r) **"Privacy Policy"** means the privacy policy established by CarShareHFX as amended from time to time, available on the Website, which governs its dealings with Members and Drivers;
- (s) **"Website"** means the CarShareHFX website hosted at <http://www.carsharehfx.ca>, as updated from time to time.

Driver Qualification

- D2. Individuals wishing to drive a CarShareHFX Vehicle must first apply, qualify, and be accepted by CarShareHFX as a Driver. Each Driver agrees to these Terms which are binding on each Driver.
- D3. Each Driver represents that the information in their CarShareHFX application form is complete and correct in all respects, and authorizes CarShareHFX (or its designees) to check such information including, without limitation, their driving record.
- D4. Each Driver must be added to the Drivers List of a Linked Member in order to be issued a Driver ID and Fob. The unique Driver ID and Fob allows each Driver to access and use all Vehicles for which they have made a Reservation.
- D5. Each Driver is required to attend a member orientation session before their Driver ID is activated and they are issued their Fob.
- D6. Every Driver must possess a valid Nova Scotia driver's license, or an acceptable alternative. If a new license must be obtained to meet this obligation, the new license information must be submitted promptly to CarShareHFX. The Driver agrees to immediately inform CarShareHFX of any changes to their driver's license. If a Driver's license is suspended, withdrawn or expires, for whatever reason, the Driver's right to drive a Vehicle under these Terms expires immediately and the Driver is required to inform CarShareHFX immediately.
- D7. CarShareHFX or its insurance company may check the driving records for every Driver from time to time. Any Driver will be automatically terminated if such a check shows they have been cited for reckless driving, driving under the influence of alcohol or drugs, or if they have any changes to their driving record that would, were they a new applicant, cause them to fail to meet the Criteria for Drivers.

Security Access and CarShareHFX Property

- D8. Each Driver is responsible for locking the Vehicle with their Fob every time the Driver leaves the Vehicle.
- D9. Fobs remain the property of CarShareHFX. If the Driver's right to drive is terminated or the Linked Member is terminated, the Driver must immediately return all CarShareHFX property to the office. Fobs must be surrendered to CarShareHFX immediately upon request. Each Driver is liable for any loss or misuse of their Fob.
- D10. If the Driver loses his or her Fob, the Driver must phone CarShareHFX within 24 hours to report the loss. Replacement fees will be charged according to the Rates and Fees. Members who are not in good standing may be refused a replacement Fob until their account is up to date.

CarShareHFX Driver Terms

- D11. Drivers should not mark the Fob with anything that might indicate it is for CarShareHFX or its Vehicles.
- D12. Use of the Fob by any non-Driver is strictly forbidden. Use of the Fob assigned to one Driver by another Driver is permitted only when the Driver owning the Fob is present. If the Driver allows another person to use a Fob inadvertently or on purpose, this would be considered to constitute Extremely Serious Behaviour and dealt with in accordance with clause D45.
- D13. **Emergency Driver Exception.** If during a trip the Driver is taken ill or otherwise incapacitated and is unable to drive, a non-Driver may be allowed under these Driver Terms to drive the Vehicle if the Driver follows the following protocol:
- (a) the Driver calls 911 if warranted;
 - (b) the emergency driver is a licensed driver; and
 - (c) the Driver or their designate calls the Hotline immediately to report the situation, and then follows the instructions given by the CarShareHFX emergency line personnel which may include returning the Vehicle to its regular location, or to the home of the Driver, or to some other location.

Reservations

- D14. Drivers may only use a Vehicle with a valid and confirmed Reservation. CarShareHFX's reservation system records and vehicle logs are considered correct in cases of any dispute. Please refer to the Website for information on ways to make a Reservation or contact the Hotline to make a Reservation by phone. Call centre charges will apply to Reservations made by phone.
- D15. Drivers are responsible for immediately notifying CarShareHFX on the Hotline if the Driver does not see the Vehicle that has been reserved.
- D16. Drivers are responsible for conducting a vehicle safety and damage inspection before using a Vehicle and logging this in the Pre-trip Log in the Handbook. It is the responsibility of the Driver to do a 360-degree walk-around safety and damage check for any visible issues (e.g. flat or low tires, dented body panels, excessively dirty interior or exterior) and a review confirming that the car was or was not properly returned as described in clause D21.
- D17. The Driver shall note whether or not there are any damage or safety issues following an inspection of the Vehicle as described in clause D15. If a Driver notices an issue, the Driver is required to compare what they see to a damage diagram and damage log located in the Handbook. The Handbook is located in the Vehicle's glove compartment. If the damage is not previously noted on the Damage Diagram, the Driver is required to mark the damage noted on Damage Diagram, and thoroughly fill out a new Damage Log page. If there are no issues noted, the Driver shall make such a note. If a Driver does not note damage or safety issues before beginning a Reservation, the Driver may be held responsible for these issues.
- D18. Each Driver is responsible to call the Hotline if their Reservation is to be extended or if the Driver is to be late. Failure to do so will result in additional Courtesy and Administrative Charges as described in clause D41;
- D19. Drivers may contact the Hotline or login online if the Vehicle is to be returned early. CarShareHFX will immediately update the reservations site to show the time as now available and CarShareHFX may be able to 'recycle' unused reservation time and reduce the cost. The Driver will be responsible for whatever part of the Reservation that is not recycled.

CarShareHFX Driver Terms

- D20. The Linked Member of the Driver is responsible for the cost of all time reserved by the Driver. The account will be charged for all time during a Reservation unless the Driver cancels or modifies the Reservation. Charges will apply as follows for cancellations or changes:
- (a) There is no charge or fee for any reservation cancelled or shortened at least three hours before the start of the reservation period;
 - (b) If a Driver cancels or shortens a reservation less than three hours before the start time, 50% of the cost of the not used time is charged;
 - (c) For cancelling or shortening a reservation after the start of the reservation period: 100% of the cost of the not used time is charged;
 - (d) For cancelling a reservation of 24 hours or more, less than three hours before the start time: 50% of the cost of the first 24 hours. After the start of the reservation: 100% of the cost of the first 24 hours of the reservation period. No penalty is incurred for subsequent days of the rental period.
- D21. **Proper Return.** Each Driver is responsible to properly return the Vehicle at the end of the Reservation. Failure to return the Vehicle properly may result in charges in accordance with clause D42. Proper return includes the following:
- (a) the Vehicle is returned by the end of the Reservation;
 - (b) the Vehicle is parked in its official location designated by CarShareHFX;
 - (c) All windows of the Vehicle are rolled up and doors locked, interior and exterior lights are off, with all documents (registration, insurance, etc.) intact and in the glove box of the Vehicle;
 - (d) the interior of the Vehicle is clean, tidy and all personal items of the Driver have been removed;
 - (e) the fuel tank of the Vehicle is more than one-quarter full;
 - (f) the Vehicle's key is safely out of sight in its marked location, inside the Vehicle on its cord;
 - (g) the Driver has used the Fob to lock the Vehicle and has checked that the Vehicle is locked.

Treatment and Operation of Vehicles

- D22. Each Driver agrees to operate the Vehicle in accordance with the Operator's Manual located in each Vehicle's glove box and acknowledges that failure to do is a breach of these Terms.
- D23. CarShareHFX agrees to undertake regular maintenance of the Vehicles.
- D24. CarShareHFX has the Vehicles cleaned, inside and out, on a scheduled basis. The Vehicles are not cleaned or inspected after each Driver's use. It is the responsibility of each Driver to leave the Vehicle clean for the next Driver. If a Driver cleans a Vehicle, the Driver agrees to make environmentally responsible decisions about appropriate choices for the wash, soaps and solvents.
- D25. If during the Reservation a Driver determines that any fluids (e.g. windshield wiper fluid), small repairs (e.g. windshield wiper blade replacement) or car wash is required, the Driver shall be permitted to incur an expense of up to \$25.00 which will be reimbursed by CarShareHFX. If repairs in excess of \$25.00 are required during a Reservation, the Driver must call the Hot Line for advance approval. All Vehicles have roadside assistance plans available for responses to major problems.

CarShareHFX Driver Terms

- D26. If a Driver is required to purchase fuel for the Vehicle to ensure that the tank is at least one-quarter full at the end of their Reservation, as required in clause D21, the Driver shall be permitted to incur such an expense and to be reimbursed by CarShareHFX.
- D27. For any expenses properly incurred by a Driver under clause D25 or clause D26 above, the Driver is required to provide receipts and related information on envelopes provided by CarShareHFX in the glove compartment of the Vehicle. CarShareHFX will credit the account of the Linked Member. The Linked Member is responsible to arrange for reimbursement, if appropriate, to the Driver for such expenses.
- D28. In the Event of an emergency, the Driver is responsible to call the Hotline immediately. There is no charge for these calls. The following would be considered emergencies:
- (a) The Driver shows up for a reservation and does not see the Vehicle which has been reserved;
 - (b) The Vehicle is unusable due to excessively dirty, damaged, battery dead;
 - (c) The Vehicle is unusable because any of the following items are missing from the Vehicle: the CarShareHFX Handbook, the Vehicle's insurance and registration documents located in the Handbook's front pocket, the Operating Manual;
 - (d) The Driver is unable to lock or unlock the car with the Fob. The Driver must call the Hotline before using the manual door locks;
 - (e) The Driver is locked out of the car;
 - (f) A non-CarShareHFX Vehicle is parked in the CarShareHFX parking space when a Driver returns a Vehicle;
 - (g) The Driver has been involved in an accident with the Vehicle.
- D29. The Driver agrees to notify CarShareHFX of other issues which do not constitute an emergency through the feedback tab on the Website or by contacting the office by phone at (902)406-7439 during or immediately after the Reservation.
- D30. **Accidents or Damage.** The Driver must immediately report any accident or damage in connection with a Vehicle during a Reservation to the Hotline and to the police as required. In addition, the Driver must do the following:
- (a) Secure evidence from any available witnesses, and to provide CarShareHFX with a written description of the accident and the damage incurred. There is a form under the insurance certificate in the front of the Handbook for this purpose;
 - (b) Obtain the permission of CarShareHFX on call staff before the Driver continues their trip after an accident;
 - (c) Cooperate in any loss investigation conducted by CarShareHFX or its insurer.
- D31. **Privacy** Each Driver consents to the collection, storage and use of their personal information that they supply to CarShareHFX or which CarShareHFX collect about each Driver. This personal information may be used for the purposes of checking your driving record, sharing your driving record with the Linked Member and our insurer, for tracking vehicles, and otherwise in accordance with our Privacy Policy. A driving record includes any actual knowledge the account holder or CarShareHFX or our insurer may have about your driving or conditions that affect your ability to drive or your eligibility to use CarShareHFX, whether or not it is currently reflected in your Driver's License abstract on file with CarShareHFX.

CarShareHFX Driver Terms

Payments and Fees

- D32. All fees associated with the use by a Driver of a Vehicle will be charged and invoiced to the Linked Member whose account is associated with the Driver.
- D33. Unless otherwise agreed by CarShareHFX and the Member, if payment is not made by the Linked Member, the Driver agrees to be jointly and severally liable for fees and charges attributable to the Driver and their use of the Vehicles. CarShareHFX will record trip records for each Member by individual Driver.
- D34. Each Driver acknowledges that the Linked Member may impose conditions on their use of the CarShareHFX account separate from those set out in these Terms. CarShareHFX is not a party to such additional terms and conditions. The Driver agrees that a Member has the authority to restrict or remove any Driver from its Drivers List.
- D35. Drivers are covered under CarShareHFX fleet insurance policy when operating a Vehicle in accordance with these Terms unless the Linked Member has waived CarShareHFX Collision and Comprehensive insurance coverage. Each Driver should refer to the Website and their Linked Member for further details on insurance coverage.

Termination or Suspension of Driver

- D36. A Driver can cease their membership by contacting CarShareHFX by phone at (902) 406-7439 or by mail or in person. The Driver is required to return their Fob to CarShareHFX and if doing so by mail, to use a padded envelope so that the Fob is not damaged in transit. The Driver is requested to include a note indicating their reasons for leaving, a forwarding address, and any comments regarding the CarShareHFX service. There will be a \$30 charge for not returning a Fob.
- D37. A Linked Member may remove a Driver from their Drivers List without notifying the Driver. If a Driver is removed from a Drivers' List, CarShareHFX will:
 - (a) Set the Driver's Status to 'restricted' which will suspend all reservations that a Driver has made;
 - (b) Notify that Driver by phone or by e-mail and offer the Driver an opportunity to create a new membership without any wait and at a discount price, assuming that the Driver continues to meet the relevant application criteria.
- D38. Without limiting the remedies available to CarShareHFX for breach of these Terms, CarShareHFX may at any time suspend or cancel a Linked Member or Driver, at CarShareHFX's option, either immediately upon giving the Driver notice, where:
 - (a) the Driver has breached these Terms;
 - (b) the Driver dies; or
 - (c) the Linked Member is unable to pay its debts as they become due, appoints or has appointed a receiver, liquidator, trustee, or becomes otherwise subject to any voluntary or involuntary bankruptcy or other insolvency proceedings, makes any assignment for the benefit of creditors, or ceases to do business in the ordinary course.
- D39. Without limiting the remedies available to CarShareHFX for breach of these Terms, CarShareHFX may at any time suspend or cancel a Driver or Linked Member immediately upon giving the Driver notice, where that Driver is convicted of a driving-related criminal offense, such as driving under the influence of alcohol or controlled substances, hit-and-run.

CarShareHFX Driver Terms

Courtesy Administrative Charges

- D40. CarShareHFX has considered the likely impact of certain breaches and to the extent that it is possible to determine in advance the likely losses resulting from those breaches, has set the following Courtesy Administrative Charges. These Courtesy Administrative Charge are not penalties, but rather a genuine attempt to estimate the impact of breaches in advance. The payment of any Courtesy Administrative Charge by the Driver or the Linked Member is without prejudice to other rights and remedies available to CarShareHFX under these Drivers Terms or otherwise at law.
- D41. **Late Returns** – CarShareHFX reserves the right to charge a Late Return Fee of \$5 if notified before the Reservation ends, or \$15 after the end of the Reservation. The Driver will also be charged to the additional time used. CarShareHFX may, in its sole discretion, reduce or waive late return charges for circumstances that are truly unpredictable and beyond the Driver's control. Rush hour traffic congestion is predictable and should be allowed for by Drivers. A Driver should call the Hotline as soon as they become aware that they will be late. If the Vehicle is booked by another Driver before it is returned at the revised return time, an Inconvenience Fee of \$15 is added to the Late Return Fee. The Driver will also be held responsible for any additional costs which are incurred by CarShareHFX in order to accommodate an inconvenienced Driver, such as taxi fares.
- D42. **Improper Return.** CarShareHFX will charge the Driver a fee of \$25 plus any costs incurred for the return of a car in a manner which does not comply with a proper return set out in clause D21.
- D43. **Failure to Pay.** CarShareHFX will charge the Driver a fee of \$25 plus any costs incurred for failing to pay a parking ticket, toll, moving violation fine or similar fee incurred in connection with the operation of the Vehicle.
- D44. **Seriously Uncooperative Behaviour.** CarShareHFX will charge the Driver a fee of \$50 plus any costs incurred for any of the following behaviours:
- (a) Driver fails to use the Fob to properly lock the Vehicle;
 - (b) Driver does not show up for a Reservation and fails to cancel the Reservation;
 - (c) Driver uses the Vehicle without a Reservation;
 - (d) Driver detaches the ignition key or discovers that it is detached and fails to report it to CarShareHFX;
 - (e) Driver allows smoking in the Vehicle. Costs incurred will include an interior shampoo and out-of-service time;
 - (f) Driver allows pets outside of a carrier in the Vehicle. Costs incurred will include custom detailing and out-of-service time.
- D45. **Extremely Serious Behaviour.** The Driver agrees not to engage in any of the following prohibited uses and agrees that doing so shall result in CarShareHFX charging the Driver \$250 plus costs incurred and immediate termination of the Driver:
- (a) Driver allows the Vehicle to be used by someone who is not a Member, except in the case of an emergency as described in clause D13;
 - (b) Driver uses the Vehicle for any illegal purpose whatsoever;
 - (c) Driver uses the Vehicle while under the influence of any intoxicating substance, whether or not prescribed by a doctor;

CarShareHFX Driver Terms

- (d) Driver uses a cell phone or other wireless communication device in a manner which is illegal or which has the effect of impairing their ability to safely operate the Vehicle;
 - (e) Driver uses the Vehicle in any race, test, or competition;
 - (f) Driver uses the Vehicle in a careless or negligent manner;
 - (g) Driver uses the Vehicle to carry persons or property for hire (i.e. operates as a taxi or parcel delivery service).
 - (h) Driver uses the Vehicle if it has been obtained by fraud or misrepresentation;
 - (i) Driver operates the Vehicle on surfaces not intended or suitable for the Vehicles, such as beaches, logging roads or trails, or in a manner considered to be off-road use;
 - (j) Driver uses the Vehicle when it has been loaded beyond its rated capacity or with more passengers than the vehicle has seat belts for;
 - (k) Driver carries infants or young children in the Vehicle without all legally required carriers, child seats and booster seats;
 - (l) Driver operates the Vehicle without a valid driver's license;
 - (m) Driver abandons the Vehicle away more than 200 metres or out of plain sight from its proper location without immediately notifying CarShareHFX on the Hotline;
 - (n) Driver alters or tampers with the Vehicle or its on-board computer;
 - (o) Driver uses the vehicle to tow or push anything.
- D46. **Costs incurred** charged in connection with Courtesy Charges may include CarShareHFX staff time, taxi fares, vehicle out of service time, vehicle time & mileage for service calls, emergency cleaning charges, towing or parking charges, etc.

Agreement

- D47. If a Driver applies online, the Driver has agreed to these Terms electronically by clicking "I accept".
- D48. If a Driver is applying by paper, the Driver has agreed to these Terms when the Driver accepts their Fob and signs the Drivers joining receipt.
- D49. CarShareHFX reserves the right to change these Terms from time to time. CarShareHFX will notify the Members of such changes and will post current Terms on the Website. The Driver is required to be familiar with the current Terms. Use of a Vehicle is deemed to constitute acceptance of the most recent version of these Terms posted on the Website.
- D50. If any single part of these Terms is found to be legally ineffective or unenforceable, it shall not affect the validity or enforceability of the rest of these Terms.