

Policies of the Victoria Car Share Co-operative Association

November 24, 2010

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Preamble

1. The Association shall be operated in accordance with the Seven International Co-operative Principles found in Schedule Four.
2. These Policies are in addition to the requirements provided by the Co-operative Association Act and Regulations as well as the Memorandum and Rules of the Association.
3. The Association is a co-operative and as such relies on the contribution and guidance of its Members in order to function. The function of the Directors and Management is to serve the Members.

1.0 Definitions

In these Policies:

- a) **Act** means the Co-operative Association Act of British Columbia unless another Act is named.
- b) **Association** means the Victoria Car Share Co-operative Association.
- c) **Association vehicles** or **vehicles** means vehicles owned, leased or rented by the Association, unless otherwise described.
- d) **Directors** means the Directors of the Association.
- e) **Driver's License** means a full-privilege driver's license of any class obtained after completing any Learners, Novice or equivalent trial period, testing or other requirements.
- f) **Management** means a person or persons employed by the Association and authorized by the Directors to manage the Association as described in these Policies and to approve applications under Rule 2.5 and these Policies.
- g) **Marriage** includes the marriage of same-sex couples.
- h) **Member** refers to Individual, Joint and/or Group Members of the Association.
- i) **Orientation** means a process, to be determined by Management, by which Management becomes satisfied that a Member understands the Rules, Policies, Member procedures and Member responsibilities under the Rules and Policies.
- j) **Rules** means the rules of the Victoria Car Share Co-operative Association, which are a separate document to these Policies.

2.0 Membership

2.1 Register of Members

If the register of Members is kept electronically, Management is responsible for maintaining the register and for ensuring that the electronic register is properly backed-up in both hard-copy and electronic form.

2.2 Joint Membership

- a) A physical household may have no more than two Joint Members.
- b) If two applicants for Membership are directly related by lawful or common-law marriage, birth or adoption, and live in the same physical household, the applicants, if accepted

upon application, may share a Joint Membership under Rule 3.1.

- c) Individuals seeking Joint Member status must complete and sign a Membership Agreement.

2.3 Active Membership: Right to use vehicles

An individual becomes an active Member and has the right to book and use Association vehicles if the following criteria are fulfilled:

- a) His/Her Membership in the Association has been approved under Rule 2.5.
- b) The Member has a full privilege driver's license in good standing issued and/or recognized by a Province of Canada.
- c) Management has received and reviewed an ICBC driver's abstract and a claims history from ICBC or related provincial or private insurer. Approval of the active membership may be based on the following criteria:
 - i. A Member has held a driver's license recognized as valid by the Province of British Columbia for more than three years.
 - ii. A Member has not been convicted of any driving offence for three years prior to the date that the abstract was issued;
 - iii. A Member has not been convicted of any of the following offences, or equivalent offences in the ten years prior to application, under the laws of the Province of British Columbia or the equivalent laws of another jurisdiction:
 - a) Operating a motor vehicle while impaired
 - b) Operating a motor vehicle with an alcohol blood level over the legal limit
 - c) Failing to provide a breath sample
 - d) Dangerous operation of a motor vehicle
 - e) Failure to remain at the scene of a collision

Management may use his/her discretion to deny a Member active membership based on the Member's vehicle insurance claim history or drivers abstract.

- d) The Member has read and understood the Rules and Policies of the Association.
- e) The Member has completed an orientation.
- f) The Member has signed the Member agreement form in Schedule Two, which is part of the Association's Policies.
- g) The Member supplies Management with a current driver's abstract.

3.0 Suspension and termination

3.1 Management's right to suspend

Management may suspend the active Membership of any Member who is determined to have committed one or more of the infractions outlined in Sections 3.2, 3.4 and 3.5 of these Policies. A suspended Member is considered an inactive member.

3.2 Suspension for non-payment

Suspension for non-payment occurs if, at the end of any month:

- a) A Member's amount owing to the Association is greater than \$200.00; or,
- b) A Group Member's amount owing to the Association is greater than \$350.00

3.3 Removal of suspension for non-payment

In order for Management to remove a suspension and a Member to be re-instated as an active Member, a Member who is suspended for non-payment must reduce the aggregate of all amounts owed to the Association to \$0.00.

3.4 Suspension for driving offence

Management may suspend a Member for driving offence if:

- a) a Member violates the driving or automobile related laws of the Province of British Columbia or the equivalent laws of another jurisdiction; or,
- b) a Member is charged with and/or convicted of any of the following driving offences under the laws of the Province of British Columbia or the equivalent laws of another jurisdiction:
 - i. Operating a motor vehicle while impaired
 - ii. Operating a motor vehicle with an alcohol blood level over the legal limit
 - iii. Failing to provide a breath sample
 - iv. Dangerous operation of a motor vehicle
 - v. Failure to remain at the scene of a collision
 - vi. Failure to report an accident/collision
- c) Management has a reasonable cause to believe that a member has operated an Association vehicle in a dangerous or unsafe manner.

3.5 Suspension for violation of Rules, Policies or Vehicle Usage Agreement

Management may suspend the active Membership of a Member based on direction from the Directors or information received from a Member or non-Member that a Member has violated the terms or conditions of the Association's Rules, Policies or Vehicle Usage Agreement.

3.6 Suspension notification

- a) If Management decides to suspend a Member's right to use Association vehicles, Management must, within two days of making such a decision, send a written notice to the Member by email, post mail or personal hand delivery notifying the Member of the nature of the complaints, the dates on which they are alleged to have occurred and the provisions of the Rules, Policies or Vehicle Usage Agreement the Member is alleged to have violated.
- b) After suspension, the Member has a right to speak at a meeting of the Directors to discuss

the alleged violation(s) or the complaint(s). At the meeting, the Member will be given every opportunity to speak on his/her behalf and may also invite up to two other Members or Joint Members to do so as well. If the Member is unwilling to attend a meeting, the Board may, by motion, make a recommendation that upholds or sets aside the Member's suspension in the Member's absence at the meeting.

3.7 Suspension of Joint Membership

When an individual in a Joint Membership is suspended, both members in the Joint Membership may be suspended until the suspension is lifted.

3.8 Removal of suspension

For any suspension other than suspension for non-payment in Section 3.2, the suspension may be removed by a motion of the Directors and/or at the discretion of management.

3.9 Termination of Membership for non-payment

If a Member has been suspended for non-payment and has not reduced the amount of owed money to less than \$200.00 within six months from the date of suspension, the Member's Membership will be terminated under Rule 9.5. The Member's shares will be redeemed under Rule 9.1. Management may also take the necessary steps to collect any outstanding balances owed to the Association.

3.10 Termination

- a) If a Membership is to be terminated for any reason, the Member must reduce the aggregate of all amounts owed to the Association to \$0.00.

4.0 Fees, charges, credits and bartering

4.1 Fees

- a) Fees for per kilometer, hour and daily usage of Association vehicles will be set by the Directors.
- b) Each fiscal year, fees for per kilometer, hour and daily usage of Association vehicles may be increased by no more than 5% from the maximum fee of the fiscal year before.
- c) For promotional purposes, the Directors may reduce fees for per kilometer, hour and daily usage of some or all Association vehicles.
- d) The Directors may apply a surcharge that fluctuates with the price of gasoline on the per kilometer fee.
- e) Members must choose a rate plan. Members may switch rate plans up to three times per calendar year.

4.2 Fees at the discretion of Management

- a) The Directors will propose all discretionary fees to Members at a General Meeting and the

fees will take effect upon approval of a motion of the Members. Discretionary fees are described in Schedule One.

- b) The discretionary fees are charged at the discretion of Management.

4.3 Fines, liens and impoundment

- a) If an Association vehicle is towed and impounded while booked by a Member, that Member is responsible for:
 - i. immediate notification of Management;
 - ii. recovering the vehicle; and,
 - iii. payment of any costs arising from the vehicle being towed and impounded.
- b) If a Member causes a lien to be placed on an Association vehicle without the approval of the Association, the Member is responsible for all costs, court and legal fees related to the lien and its removal.
- c) Payment of fines for driving infractions including but not limited to speeding, careless driving and illegal parking is the responsibility of the Member who has the Association vehicle booked at the time of the offense.

4.4 Members are responsible for accurate reporting of service use

Members are responsible for the accurate reporting of his/her use of Association vehicles and services, in a manner determined by Management. This may include but is not limited to correct use of the Association's booking services, website and vehicle logbooks. A Member who fails to accurately report all usage of vehicles or services in the manner determined by Management may be suspended from further use of vehicles or services under Section 3.5.

4.5 Statements of account for services used

Statements of Account will be delivered to each Member on a monthly basis. Accounts payable are due in full 30 days from the date the invoice is sent.

- a) Accounts not paid in full 30 days from the date the invoice is sent will be assessed interest charges of 2% per month on the full amount due.
- b) Accounts paid in full by the invoice due date will receive a 2% credit.

4.6 Credits for gasoline purchases

If a Member purchases gas for an Association vehicle and follows the approved Association procedure created under Section 7.9 for filing the receipt, the Member will have the amount of the purchase deducted from his/her monthly bill.

4.7 Credits for Member referral

- a) At the discretion of Management, if an individual Member refers a new individual Member to the Association, the first Member will receive a credit of \$50.00 on his/her account and the new Member will receive a credit of \$50 on his/her account.

- b) The new Member must provide the full name of the Member who referred them at the time of the orientation.
- c) The new Member must remain as an active member for at least six months before the credit will be granted.
- d) Staff of the Association and staff of partner organizations are not eligible to receive credits for referring new individual, group or business Members.

4.8 Bartering

The Association will consider bartering work for vehicle usage in order to make car sharing accessible to individuals of all income levels. This alternative may be applied to a Member's Association debt or accrued as credit towards monthly bills.

4.9 Initiation of bartering

Bartering may:

- a) be initiated by the Association upon recognition of the Member's financial circumstances and may be initiated for Members who owe an amount of money that is difficult for the Member to pay;
- b) occur for needed work for the Association that cannot be accomplished adequately and in a timely manner by Management or volunteers;
- c) be for work that is of a short-term or part-time nature;
- d) only be offered to an active Member in good standing;
- e) only be offered to Members who are not Directors or employees of the Association; and
- f) only be offered to Members who are not related to Directors or employees of the Association.

Each bartering arrangement must be approved by a motion of the Directors.

4.10 Bartering process

- a) A Member who is bartering must sign a waiver, as well as an agreement that describes the activities that the Member will complete as barter. The nature of the agreement will be that of a contract.
- b) All bartering agreements will be for no longer than four weeks, after which time the Directors and Management will decide if the agreement should be renewed.
- c) All bartering agreements will provide Management with the authority to end the contract at any time, without cause.
- d) The bartering Member will be supervised by Management.
- e) The hourly value of the activities that the Member may complete will be set by Management and described in the agreement.
- f) The value of the completed activities will only be applied against a bill of the Member completing the activities.

5.0 Use of Victoria Car Share Association vehicles

5.1 Carrying a valid driver's license

The rights of active Membership are conditional on a Member having possession of a valid driver's license while using an Association vehicle. If a Member's driver's license is suspended, withdrawn or expired, for whatever reason, the Member must immediately inform Management; the Member will be suspended immediately under Section 3.5.

5.2 Lock box key

- a) Each lock box key remains the property of the Association.
- b) A Member is liable for the loss and misuse of the lock box key.
- c) A Member must not make copies of the key.
- d) If the lock box key is lost, the Member must phone Management within one hour and inform them of the loss.
- e) Key and lock box replacement fees may be charged to the Member according to One.
- f) Lock box keys may not be marked with anything that might indicate it is for Association vehicle lock boxes.
- g) A Member's lock box key must be returned to the Association upon termination of a Member's Membership.

5.3 Booking and usage

- a) To use an Association vehicle, a Member must book that vehicle for the time period that he/she would like to use it.
- b) A Member may only use an Association vehicle for the time period for which he/she has booked the vehicle. A member must return a booked vehicle to its designated parking space at the end of a booking period. If the vehicle is not properly returned, a Member may be charged a fee according to Schedule One.
- c) Proper return of the vehicle means that:
 - i. the vehicle is parked at its designated location and locked with all its registration and insurance documents intact;
 - ii. the interior and exterior of the vehicle is free of mud, debris, litter, odors or other items that effect the vehicle's aesthetic appearance;
 - iii. the trip log has been completed in a correct and readable manner and has been signed;
 - iv. the fuel tank is at least half full; and,
 - v. the vehicle's keys have been returned to the lock box.
- d) An individual who is a Member may only book one vehicle for any given time period..
- e) Cancellations and inappropriate use of vehicles with regard to bookings may result in a

fee under Schedule One.

- f) If for any reason a Member cannot return a vehicle by the end of period he/she has booked, he/she must extend the booking time before the original booked period is over. If an extension is not possible because the vehicle has been booked by another Member, the first Member may be required to pay the Association for any expenses incurred by having to reimburse other Members for expenses as described in Section 5.3 (g).
- g) If a vehicle that has been booked by a Member is not in its designated parking space fifteen minutes after the start of the booking period made by the Member, that Member must notify Management. The Member may:
 - i. cancel his/her booking and, subject to availability, book another vehicle without fees for cancellation or double booking; or
 - ii. use a taxi or rent a vehicle, whichever the Member determines will cost less. The cost of the taxi or rental vehicle will be reimbursed by the Association to the Member.

5.4 Vehicle check prior to departure

- a) Before using an Association vehicle, a Member must check for any visible vehicle damage. If a member finds damage that is not included on the damage log, he/she must add it to the log, and, if the damage is significant, inform Management of the damage before departure.
- b) If the damage is not recorded in the damage log or Management is not informed before departure, the damage will be deemed to have occurred during the Member's use of the Association vehicle and he/she will be held liable for damage.
- c) Before departure, Members must ensure the following are present in the vehicle:
 - i. Trip log,
 - ii. Accident checklist,
 - iii. Damage log,
 - iv. Insurance papers,
 - v. BCAA card,
 - vi. Operators Manual for the vehicle, and
 - vii. Driver's license of the Member who will drive the vehicle.
- d) The Member must inform Management immediately if any of these items are missing from the vehicle.
- e) If the current insurance and registration papers are missing from the vehicle, the Member must not drive the vehicle and, subject to availability, book another vehicle, without charge. The Member may use a taxi or rent a vehicle, whichever the Member determines will cost less. The cost of the taxi or rental vehicle will be reimbursed by the Association to the Member.

5.5 Proper conduct while driving

- a) Members will operate the Association vehicles with reasonable care and attention.

- b) Member must not talk or text message on a cellular phone while driving an Association vehicle.

5.6 Emergency drivers

If an emergency occurs and the life or safety of a Member or another person is at risk, the Member may allow a non-Member to drive an Association vehicle, provided that the Member:

- a) ensures that the emergency driver has a valid driver's license;
- b) ensures that the emergency driver is capable of driving before the trip and is not under the influence of any intoxicating substance; and,
- c) only allows the emergency driver to drive the vehicle under the Member's personal supervision. The Member is liable for any fees, costs or damages arising from the emergency driver's use of the Association vehicle.

5.7 Designated drivers

- a) If a Member is unable to drive safely because of a physical and/or mental impairment, he/she may appoint a designated driver to drive for him/her.
- b) A designated driver, the Member and the Association will enter into a written agreement that describes the rights, responsibilities and liability of the Member and designated driver. The Member will be responsible for ensuring that the designated driver abides by all the terms of this agreement.
- c) The agreement will require the Member and designated driver to indemnify the Association for any claims arising from a designated driver's use of a vehicle.
- d) A designated driver must comply with requirements for active Membership as stated in Section 2.3.
- e) 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.
- f) A designated driver can only use Association vehicles when the Member for which they are designated is present. The Member must maintain possession of lock box keys.

5.8 Security against theft

A Member must secure a vehicle against theft by closing doors and windows, locking the doors and lock box and using the anti-theft device provided in each vehicle.

5.9 Smoking

Smoking is prohibited in all Association vehicles.

5.10 Transport of hazardous materials and dangerous items

- a) Hazardous materials must be transported in accordance with the Transportation of Dangerous Goods Act of Canada.
- b) Firearms must be transported in accordance with the Firearms Act of Canada.

5.11 Pets

- a) Pets are permitted in Association vehicles provided that they are at no time in contact with the vehicle seats or cab. A secured pet carrier must be used to protect the vehicle. A Member must clean the car of all pet-related material before returning the vehicle to its designated location.
- b) All pets must be secured from collision by a pet carrier.

5.12 Maintenance and emergency repairs

- a) The Association will undertake regular maintenance of Association vehicles.
- b) During a booking period, a Member must ensure that the exterior lights meet the vehicle specifications.
- c) All repairs or maintenance initiated by a Member must be approved by Management.
- d) Pre-approved purchases of supplies, repairs, maintenance of Association vehicles made by a Member will be reimbursed by the Association. Members must submit receipts to the Association within 30 days of purchase to receive the reimbursement.

5.13 Reciprocal arrangements with other car share co-operatives

- a) A Member may be allowed to use vehicles of other car sharing associations that have signed a reciprocal-use agreement with the Association. A Member's ability to use such vehicles will depend on the terms of the reciprocal agreement and the requirements of the participating co-operative.
- b) The intent of a Member to use a vehicle from another association must be registered with the Association.
- c) If a Member books or uses a vehicle under the terms of a reciprocal agreement, the booking and use will be according to the terms and prices of the other association and the reciprocal agreement.
- d) A Member must return the reciprocal vehicle key to Management. Failure to do so may result in a fee.
- e) In the Membership agreement, the Member must release the Association from any claims related to his/her use of a vehicle from another association and agree to indemnify the Association from any claims or costs that may arise out of the use or booking.
- f) A Member must be in good standing with the Association.

6.0 Insurance, collisions and damage

6.1 Insurance

- a) The Association is responsible for ensuring that all Association vehicles carry full comprehensive insurance, including liability insurance.
- b) If a Member is involved in a collision and a claim is made against a Member or the Association, settlement of that claim will be at the discretion of the Association or its insurer.

- c) In the Member Agreement, the Member will agree to indemnify the Association for all uncovered losses, including damages in excess of insurance policy limits.

6.2 Collisions and damage

- a) Any minor collision or damage in connection with an Association vehicle must be reported to Management immediately.
- b) A serious collision (injury or damage exceeding \$500.00) must be reported to Management and the police immediately.
- c) A Member involved in any collision with another individual's property must complete the vehicle collision checklist found in each Association vehicle.
- d) After any collision or damage, minor or serious, a Member may only continue a trip with the explicit permission of Management or a Director.

6.3 Payment for collisions and damage

- a) If a Member is in a collision while driving an Association vehicle and is not at fault for the collision, that Member will not be required to pay an insurance deductible or for repairs to an Association vehicle.
- b) If a Member is in a collision while driving an Association vehicle and is at fault for the collision or causes damage to a vehicle, that Member will be required to pay the Association insurance deductible and exceptional expenses for the repair to the Association vehicle or the Association insurance deductible and exceptional expenses to repair any damaged property or vehicles owned by a third party.
- c) If a Member is in a collision while driving an Association vehicle and is at fault for the collision or causes damage to a vehicle, and as a result of that collision or damage the Association vehicle insurance premium is increased, Management may charge the Member for that increase in premium at Management's discretion.

7.0 Directors and Officers

7.1 Duties of the Directors

The Directors will:

- a) communicate with Members, which includes:
 - i. discovering the wishes of Members and implementing those that are viable;
 - ii. providing education about the Association to Members;
 - iii. communicating the financial status of the Association to Members; and,
 - iv. communicating Board decisions to Members;
- b) ensure the long-term viability of the Association through healthy distribution of authority and responsibility and by recruiting and mentoring potential Directors on a continual basis;
- c) develop and implement the Policies and procedures for the Association; and,

- d) ensure the sustainability of the Association's business operations by maintenance of the Association vehicles and provision of excellent service.

7.2 Authorization of share purchase

When the share purchase associated with the application for Membership is greater than twenty shares, approval of the application must be given by the Directors.

7.3 Duties of the President

The President will:

- a) act as a representative of the Directors to the Members and the public; and,
- b) in consultation with staff and other Directors, prepare a meeting agenda prior to the meeting of Directors.

7.4 Duties of the Treasurer

The Treasurer will:

- a) supervise the financial health of the Association;
- b) provide a report to the Directors, in the form of un-audited financial statements, at each meeting of the Directors, and make those statements available for review by Members throughout the year; and,
- c) provide a report to the Membership, in the form of un-audited financial statements, at each Annual General Meeting.

7.5 Duties of the Secretary

The Secretary will:

- a) create minutes of all meetings, motions and associated documents for approval by the Directors at each meeting of the Directors;
- b) amend minutes, if required,
- c) make approved minutes available for review by Members throughout the year; and,
- d) prepare and submit all filings required under the Co-operative Association Act.

7.6 Officer positions

No individual may hold more than one of the positions listed in Sections 7.3 to 7.5 for more than one month.

7.7 Standing committees

- a) In addition to the officer positions described in Sections 7.3 to 7.5 and in order to ensure that the duties described in Section 7.1 are carried out, the Directors will ensure that the following standing committees are established and carried on under Section 17 of the Rules:
 - i. Nominations and Board Education
- b) No individual may hold the chair of more than one of the committees in this section.
- c) No individual may hold an officer position and the chair of the committees in this section.

7.8 Conduct of meetings

Meetings of the Membership, Directors and committees will be conducted according to the Democratic Rules of Order.

7.9 Business expansion and development

- a) The Association will strive to develop new business opportunities that enhance service to Members and are consistent with the Seven International Co-operative Principles found in Schedule Four and the Memorandum of the Association.
- b) The decision to enter into new types of business will be raised and discussed with management and by the Directors before any action is taken.

7.10 Procedures

- a) The Directors and Management may develop Procedures that describe how these Policies will be enacted.
- b) Procedures do not require the approval of the Members before being enacted.

8.0 Management

8.1 Role of Management

Management is responsible for day-to-day operations of the Association, including but not limited to the duties described in Schedule Three.

8.2 Authority of Management

- a) The Directors will authorize Management to approve applications for Membership under Rule 2.5 when the share purchase associated with the application for Membership is less than twenty shares.
- b) A staff member that does not have this authorization is not considered Management.

8.3 Authorization for expenses

Management has discretion to make individual purchases for the Association less than \$1,000.00 before taxes. Any purchase greater than \$1,000.00 must be approved by the Directors.

8.4 Purchase of vehicles

- a) Management will research and recommend to the Directors:
 - i. when vehicles should be purchased; and,
 - ii. which make and model of vehicles should be purchased.
- b) Management will base recommendations on a combination of needs of the co-op, vehicle fuel efficiency, green vehicle purchasing guidelines, vehicle reliability and vehicle purchase cost.
- c) Management will purchase individual vehicles upon the authorization of the Directors.
 - i. The Directors may appoint a committee to assist Management in vehicle research and purchase.
 - ii. The Directors may inform Management of a maximum amount to spend on a vehicle.
- d) Management will entertain alternative methods of obtaining vehicles including but not limited to bartering agreements.

8.5 Hiring, including part-time staff and contractors

- a) Management will research and recommend to the Directors when staff, volunteer or contractors should be obtained as well as the capacity in which those staff, volunteers or contractors should work.
- b) Management will hire staff or contractors upon authorization of the Directors.
 - i. The Directors may instruct Management to research and recommend to them when staff or contractors should be hired.

8.6 Staff supervision

Management is responsible for supervising all staff, volunteers and contractors.

9.0 Management, staff and contractors

9.1 Written agreement

- a) All individual Management, staff and contractors will enter into a written employment agreement or contract with the Association.
- b) In addition to information about the requirements of the Employment Standards Act, an employment agreement with staff will contain, at minimum:
 - i. information about the number of hours per week that a staff person will work;
 - ii. the amount of money per hour that the staff person will be paid;
 - iii. agreement to provide five days of paid sick leave per year to each staff person (sick leave days not used in a year will not carry over to a subsequent year);
 - iv. agreement that when six months of employment have elapsed, the employee may request that the employer enroll the employee in an extended health and dental plan to be negotiated upon the employee's request;
 - v. agreement to reimburse individual staff for all reasonable expenses that the staff incurs in the course of carrying out his/her responsibilities, to a maximum of

- \$200.00 per month, provided that printed proof of these expenses is provided by the staff to the Association; and
- vi. the duration of notice that a staff member must give the Association before terminating his/her position.

9.2 Staff review and meetings

- a) Upon signing an employment agreement with the Association, all staff will be on a three month probationary period with the Association.
- b) Management review meetings will be conducted with at least two Directors.
- c) Staff will receive an annual job review with at least two Directors. The purpose of each review is to address activities of the preceding period and to set goals for the next period.
- d) Staff meetings are to be conducted with a member of Management present.

9.3 Grievances and Amendments

- a) If Management, staff, contractors or volunteers have a grievance or wish to amend an agreement or contract with the Association, they must submit the grievance or amendment in writing to the chair of the Human Resources committee.
- b) The Human Resources committee will develop a procedure for managing the resolution of grievances.

10.0 Privacy

- a) The Association will appoint a member of Management to serve as the association's Privacy Officer.
- b) The Association will abide by the Personal Information Protection Act of British Columbia.
- c) The Association values the trust of those it represents and is committed to protecting the privacy of its employees, volunteers, partners, stakeholders and all co-operators who entrust it with personal information.
- d) Personal information is any information that can be used to distinguish, identify or contact a specific individual but does not include business contact information or publicly available information. Where home contact information is used as business contact information the Association considers the information provided as business contact information that is not subject to protection under the Personal Information Protection Act of BC.
- e) The Association will collect only the limited personal information needed to deliver high quality services, manage the Association effectively and fulfill its obligations to Members and to government. The Association will use this information only for purposes expressly identified, for keeping the Members informed of the Association's activities, programs and services, and for other purposes which could be reasonably considered to be consistent with the purpose of the Association. The Association does not sell, rent or trade personal information.
- f) The personal information collected will be protected with appropriate physical, organizational and electronic safeguards to prevent its unauthorized use and will be retained only for as long as needed to achieve the purposes stated above. The Association

may make personal information available to others or to appropriate authorities without permission if the information is used to take action during an emergency that threatens the life, health or security of an individual, or if it has reasonable grounds for believing that, by doing so, it is helping in the investigation or prevention of a breach of the laws or security of Canada or a Province. Information no longer required will be destroyed or erased.

- g) Upon application to the Privacy Officer, individuals may access his/her personal information held by the Association unless the information contains references to other individuals or cannot be disclosed for legal or security reasons. The Association commits to promptly correcting any inaccuracies.
- h) The Association's Privacy Officer is responsible for monitoring information collected, data security, staff training, privacy inquiries, personal information access and responding to complaints. Complaints should be made in writing to the Privacy Officer who will immediately acknowledge receipt and will respond to the complaint within 30 days. Unresolved complaints may be taken to the provincial Privacy Commissioner.

11.0 Amendment of these Policies

Amendment of these Policies is governed by Rules 14.2 and 14.3.

12.0 Severability

If any part of these Policies is found to be legally ineffective it shall not affect the validity of the rest of the Policies.

Schedule One: Fees of the Victoria Car Share Co-operative Association

Fees at the discretion of Management

All fees listed are a maximum of what may be charged.

Administrative	\$2.50 per share held
Credit checks	Cost
Lost Member key	\$5.00
Lost reciprocal vehicle key	\$25.00
Lost vehicle key	\$50.00
Late return	\$25.00 and payment of cab fare if another Member required use of cab as a result of late return
Keys locked in car	\$25.00
Keys not returned to lockbox	\$25.00
Vehicle use without a booking	\$50.00
Using wrong vehicle	\$25.00 and payment of cab fare if another Member required use of cab as a result of late return
Vehicle cleaning required	\$20.00 plus cost of cleaning
Gas left below 1/2 tank after booking	\$10.00
At fault dead battery	\$10.00
Vehicle or window unlocked or open	\$50.00
Smoking in vehicle	\$75.00
Unpaid parking or speeding tickets	\$20.00 plus ticket
Impounded/towed vehicle	\$20.00 per hour of Management time
At fault emergency response	\$20.00 per hour (minimum one hour)
Improper return of vehicle	\$50.00

Cancellations:

24-12 hrs before booked time	50% of hourly charge*
12-0 hrs before booked time	75% of hourly charge*
During booked time	100% of hourly charge*
Booking vehicle without use (no-show)	200% of hourly charge*

*If a booking is made within twenty four hours of the intended use time and canceled within half an hour of being made, there is no charge. If a booking by any Member is made for a portion of the original booked time, the penalty charge for that portion will be waived.

Schedule Two: Membership forms

Please Read Carefully Before Completing and Signing

A. Share Certificate

I, _____ an authorized representative of the Victoria Car Share Co-operative Association, of .O. Box 23025, RPO Cook St., Victoria, BC V8V 4Z8 in consideration of the sum of \$..... paid to me by _____ *[Membership Applicant]*, of _____ *[address of Membership Applicant]*, do transfer to _____ *[Membership Applicant]*, _____ *[number]* shares in the Car Share Co-operative Association, for which certificates are attached, to be held the transferee or his or her personal representatives and assignees, subject to the conditions on which I held the same at the time of the execution; and I, the transferee, agree to take the shares subject to those conditions.

Signed on _____ (year, month, day)

(Signature of representative) _____

(Signature of Applicant) _____

(Signature of witness) _____

B. Member Agreement

I, _____ apply to become an active member of the **Victoria Car Share Co-operative Association** (Association).

1.0 Member

I have read and understand:

- a) The Rules of the Association (The Rules);
- b) The Policies of the Association (The Policies); and,
- c) Section 42 of the Co-operative Association Act if I am to be a Joint Member in a Joint or Group Membership.

I acknowledge that:

If the Association accepts my Membership Application / Agreement the terms and conditions represented therein will automatically be included in my binding contract with the Association.

- a) The Association's acceptance of my Membership Application / Agreement is subject to my purchase of the minimum number of shares required for my Membership under the provisions of the Rules of the Association.
- b) Acceptance of my Membership Application / Agreement is conditional on a check with appropriate public agencies of my driver's license and record of driving and automobile insurance claims to date.
- c) My signing of this Membership Application / Agreement authorizes the Board of Directors of the Association to obtain a personal credit report from an agency and in a form that they may determine from time to time.
- d) The Members of the Association may amend from time to time the Rules, Policies and The Schedule of Fees.

I agree:

- i. to fully meet the obligations of Members as specified in the Rules and the Policies and any duly approved amendments thereto;
- ii. to pay in full as and when due all User Charges, Administrative Fees and Other Charges, including but not limited to traffic fines, deductibles for insured damages and interest charges on late payments; and,
- iii. that any amounts unpaid by me after the date on which such amount became due and payable shall be a debt owed by me to the Association and that the Association will from that date hold a lien on my shares to cover the full amount owing and have the right to automatically set off the amount owing against my share balance.

2.0 Victoria Car Share Co-operative

The Association will, if my Membership Application / Agreement is accepted:

- i. provide me with access in accordance with the Policies to vehicles owned, leased or rented by the Association ("Association vehicles");
- ii. pay expenses such as gas, tires, regular maintenance and repairs as may be required from time to time to maintain Association vehicles in a safe, reliable usable condition;

- iii. ensure that Association vehicles are insured under a comprehensive insurance policy, the details of which are available for inspection at the Association offices;
- iv. conduct periodic inspections of vehicles to confirm their road worthiness; and,
- v. endeavor to ensure that vehicles are clean.

Notwithstanding the provisions of Section 2.0 of this agreement, paragraphs i. to v. Members agree that:

- a) during their use of an Association vehicle they are solely responsible for the care and safety of the Association vehicle;
- b) the periodic inspection of Association vehicles by the Association is supplementary to the inspection of vehicles by Members;
- c) Association relies on Members as the primary source of inspections for the Association vehicles used by Members;
- d) they, individually, will be responsible for ensuring the safe condition of any Association vehicle that is used; and,
- e) Association does not make any representations or warranties as to the fitness of any Association vehicle for use.

3.0 Representations and Waivers

1. The Association will only be liable to me for any damages arising out of my use of an Association vehicle if the Association's gross negligence has caused the damages. I waive any right I have or might have to sue or make claims against the Association and its Directors, officers, agents, employees or Members for damages arising as a result of the fitness or condition, or lack thereof, of an Association vehicle except in cases of gross negligence.
2. I waive any right I have or might have to sue or make claims against the Association and its Directors, officers, agents, employees or Members for damages arising as a result of an Association vehicle not being available at the time and location it was booked.
3. I agree to indemnify and save harmless the Association Directors, officers, agents or employees where any liability or expense has been incurred as a result of a claim by a third party for damages arising out of my use of a Association vehicle unless the Association gross negligence caused the damage.
4. I acknowledge that I am not a representative, agent or employee of the Association except to the extent the Association Board of Directors may from time to time expressly designate me as a representative, agent or employee. I agree to indemnify and save harmless the Association for any liability or expense incurred to third parties as a result of my actions as a representative, agent or employee, whether I was acting within or outside of the scope of my authority or apparent authority as conferred by the Board of Directors.
5. I agree to release the Association from any claims related to my use of a vehicle from another Association, and agree to indemnify and save harmless the Association from any claims or costs that may arise out of the use or booking of a vehicle owned by another Association.
6. I acknowledge that if I terminate my Membership the total value of my share(s) is refundable subject to the conditions as provided in the Rules of the Association.

To Be Completed By All Applicants

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS MEMBERSHIP APPLICATION / AGREEMENT AND AGREE TO BE BOUND BY THEM.

I consent to collection, use and disclosure of the personal information below and other personal information for the purposes of the Association. (See Privacy Policy)

Name _____

Home Phone _____ Cell Phone _____

Occupation _____ Work Phone _____

Address _____

City _____ Province _____ Postal Code _____

Email _____

How did you hear about us? _____

SIGNATURE _____

Dated at the City of Victoria BC this _____ day of _____, year 20_____.

Name of Witness _____ Phone _____

SIGNATURE OF WITNESS _____

Credit Card Information (University of Victoria employees, Family Student Housing residents, Graduate Student Society Members only)

Credit Card (circle one): Visa Mastercard

Card Number _____

Expiry Date (MM/YY): _____

Schedule Three: Duties of Management

Member Services

- Welcomes new Members to the co-op and closes out Memberships of those departing
- Conducts review of Membership applications and provides orientation for new Members
- Answers Member questions about VCSC policy and procedure
- Creates Member updates to be distributed with monthly invoice
- Effectively responds to occasional Membership/automobile emergencies at any time
- Makes decisions about Member issues including penalties and special charges
- Maintains and updates the VCSC website and customer management system

Administration

- Collects vehicle log books and conducts associated data entry
- Prepares and sends member invoices
- Renews insurance coverage for vehicles, board and office
- Pays bills, deposits funds and manages cash flow in and out of VCSC
- Manages all calls including voicemail and message follow-up
- Picks up and distributes all correspondence, including email
- Supervises, as required, volunteer Members
- Liaises with and manages contracted service providers as required
- Creates and maintains semi-annual work plan
- At monthly Board meetings, which are in the evening, presents a Management report including but not limited to:
 - Membership update, including new Members, departed Members and suspended Members;
 - utilization rates per vehicle; and,
 - status of major repairs required or in progress on vehicles.

Fleet management

- Ensures bi-weekly vehicle maintenance inspections and cleaning are completed
- Conducts minor vehicle repairs, as needed
- Liaises with mechanics, dealers and auto shops to ensure scheduled maintenance and major repairs are done appropriately and at a reasonable cost
- Researches, purchases and sells vehicles as needed

Marketing

- Responds to inquiries about the VCSC from the public, private organizations and government
 - Forwards information to board members when appropriate
- Liaises with marketing committee

Schedule Four: Seven International Co-operative Principles

The co-operative principles are guidelines by which co-operatives put their values into practice.

1st Principle: Voluntary and Open Membership

Co-operatives are voluntary organizations, open to all persons able to use their services and willing to accept the responsibilities of membership, without gender, social, racial, political or religious discrimination.

2nd Principle: Democratic Member Control

Co-operatives are democratic organizations controlled by their members, who actively participate in setting their policies and making decisions. Men and women serving as elected representatives are accountable to the membership. In primary co-operatives members have equal voting rights (one member, one vote) and co-operatives at other levels are also organized in a democratic manner.

3rd Principle: Member Economic Participation

Members contribute equitably to, and democratically control, the capital of their co-operative. At least part of that capital is usually the common property of the co-operative. Members usually receive limited compensation, if any, on capital subscribed as a condition of membership. Members allocate surpluses for any or all of the following purposes: developing their co-operative, possibly by setting up reserves, part of which at least would be indivisible; benefiting members in proportion to their transactions with the co-operative; and supporting other activities approved by the membership.

4th Principle: Autonomy and Independence

Co-operatives are autonomous, self-help organizations controlled by their members. If they enter to agreements with other organizations, including governments, or raise capital from external sources, they do so on terms that ensure democratic control by their members and maintain their co-operative autonomy.

5th Principle: Education, Training and Information

Co-operatives provide education and training for their members, elected representatives, managers and employees so they can contribute effectively to the development of their co-operatives. They inform the general public - particularly young people and opinion leaders - about the nature and benefits of co-operation.

6th Principle: Co-operation among Co-operatives

Co-operatives serve their members most effectively and strengthen the co-operative movement by working together through local, national, regional and international structures.

7th Principle: Concern for Community

Co-operatives work for the sustainable development of their communities through policies approved by their members.

Source: The International Co-operative Alliance