

Terms and Conditions of Membership

In addition to the usage rules in the Handbook and regulations of the Car Club and the terms in the membership application, the applicant agrees to be bound by the following terms and conditions of membership.

1. General Definition

1.1 As used in this Agreement, "Handbook" means the member's handbook as may be amended from time to time by the Car Club and which shall form an integral part of this Agreement. "Member" means the applicant who is admitted as a member of the Car Club's car-sharing scheme and who has paid the prescribed membership fees. "Car Club" means Car Club Private Limited. "Vehicle" means the motor vehicle provided to Member by the Car Club under this Agreement.

2. Vehicle Reservation

2.1 Reservation of the Vehicle shall be made in advance with the Car Club. Member shall specify date, time and place of collection of the Vehicle. Member can reserve only one (1) Vehicle at a time. Priority for use of the Vehicle is according to first reserved basis except for selected festive season or holidays during which priority will be decided by ballot based on a point system as determined by the Car Club in its sole discretion.

2.2 The Car Club reserves the right to impose such fees as the Car Club may at its discretion decide for late cancellation or non-cancellation of reservation if Member subsequently decides not to use the Vehicle.

2.3 The Car Club shall not be responsible for any loss or damage suffered or incurred by Member arising from or in connection with the failure to honour a vehicle reservation made by Member.

3. Vehicle Ownership

3.1 All Vehicles including all accessories, equipment, spare tyres, keys, registration documents and tools shall at all times remain the sole property of the Car Club.

3.2 Member shall not transfer, dispose of, sub-let or in any way part with possession of the Vehicle except as permitted by the Car Club. Member shall not create any lien over or pledge the Vehicle in favour of any person or allow any person to have any interest over Vehicle.

4. Use Conditions and Restrictions

4.1 Member shall be at least 25 years old and possess a valid driving licence for private cars. Member shall operate the Vehicle with reasonable care and only within the geographical areas permitted by the Car Club.

4.2 Member shall not allow any other person to use or operate Vehicle. Member shall not use or operate the Vehicle or permit anyone to use the Vehicle (i) for illegal purposes (ii) for carrying hazardous or dangerous materials (iii) for any reward or valuable consideration (iv) under the influence of alcohol or any intoxicating substance (v) in such manner as to intentionally expose it to danger or risks including damage, theft and vandalism or (vi) generally in violation of the laws in any applicable jurisdiction.

4.3 Member shall be fully responsible for all costs, expenses and fees (including vehicle recovery expenses) arising from any breach of this clause 4.

4.4 The Car Club may re-enter, repossess or disable any Vehicle used or hired by any Member should the Car Club be of the opinion that the Vehicle or the members of the public or the Member may be at any risk from the use of the Vehicle or for any reason.

5. Vehicle Inspection

5.1 Member shall inspect the exterior and interior of the Vehicle at the time of Vehicle collection.

5.2 If during inspection, Member notices any damage or defect, or if the Vehicle is in a dirty condition, Member shall make a report to the Car Club of the condition before removing the Vehicle from the car parking lot. If no such report is made, it shall be deemed that the Vehicle is in good condition and free from damage or defect whatsoever at the time the Vehicle was handed over to the Member.

6. Vehicle Return

6.1 Member shall return the Vehicle and the key at the agreed time to the designated place, and in the same condition it was taken (fair wear and tear excepted). The Car Club reserves the right to impose any early or late return fees or charges as the Car Club may at its discretion decide if the Vehicle is returned earlier or later than the agreed time.

6.2 If the Vehicle is returned in a condition unsatisfactory to the Car Club and will require repair, cleaning-up or restoration works (other than regular cleaning or maintenance or repairs due to mechanical faults or defects reported by Member to the Car Club), Member shall reimburse the Car Club for the cost incurred in repairing any damage to the Vehicle or restoring the Vehicle (including the interior) to its original condition.

7. Insurance and Use of Vehicle

7.1 The Car Club will provide a motor insurance policy in respect of the Vehicle subject to any excess imposed by the Car Club for loss or damage which shall be borne by Member. A copy of the insurance policy will be available for inspection at the Car Club's office upon request.

7.2 Member shall be fully responsible for any loss or damage to the Vehicle if the Vehicle is not used or operated in accordance with the provisions of the aforesaid insurance policy and/or the manufacturer's directions.

8. Damage, Accident, Theft and Vandalism Reporting

8.1 Member shall report any damage, accident, theft or vandalism of the Vehicle to the police and the Car Club within the time period prescribed by the Car Club.

8.2 Member will give all possible assistance to Car Club's insurers, investigators, assessors and lawyers.

8.3 The Car Club reserves the right to impose any fees or charges for repair/administrative work incurred if Member fails to report any damage, accident, theft or vandalism immediately to the Car Club.

9. Maintain fuel tank

9.1 Member shall refill fuel tank of the Vehicle at the Car Club's expense in accordance with the Car Club's current procedures for refilling of fuel tank whenever the fuel indicator drops to one quarter (1/4) tank level or below.

9.2 Member shall undertake that the purchases of fuel made by Member pursuant to clause 9.1 above shall be in respect of the Vehicle only.

10. Parking/Traffic Offences

10.1 Member shall be fully responsible for all traffic/parking offences, fines and penalties arising from Member's use, possession or operation of the Vehicle.

10.2 Member shall indemnify the Car Club and hold the Car Club harmless from and against all claims, actions, demands, cost or expenses including legal fees and costs, which may be made against or incurred or become payable by the Car Club arising from Member's use or operation of the Vehicle or for any breach of the terms of this Agreement.

11. Charges/Pricing

11.1 Member shall pay the security deposit, membership and other fees and charges set out in the membership application and in the Handbook punctually when due. Payments shall be strictly made through interbank giro facility. The Car Club may at its sole discretion charge interest for late payments at a rate of one per cent (1%) per month or such other rate as the Car Club may deem fit until full payment of all overdue amounts. Save for manifest error, the statement of charges sent by the Car Club to Member shall be deemed as conclusive and binding upon Member.

11.2 If Member fails to pay any outstanding payments (including interest, if any) from the date when the payment becomes due, the Car Club may suspend the privileges of Member under this Agreement for such periods and subject to such conditions as the Car Club may at its discretion decide. A waiver of such breach as aforesaid shall not prejudice the rights of the Car Club in respect of any other subsequent breach.

11.3 Members shall be liable for all costs (including legal fees, on a full indemnity basis) incurred to recover any outstanding payments.

11.4 The Car Club may at any time render an invoice for any transaction completed. This shall be paid without demand by the Member.

12. Termination of Agreement

12.1 This Agreement shall terminate if Member is in breach of any of its obligations under this Agreement (save for default of payment in which case the provisions of clause 11 above shall apply) or if Member ceases to be a member of the Car Club.

12.2 This Agreement shall be extended on an annual basis at the expiration of the membership subscription period with the payment of the prescribed membership fee until it is terminated by either party by giving one (1) month's prior written notice.

12.3 Termination of this Agreement shall not prejudice or in any way affect the rights and powers of the Car Club under the terms here in respect of any breach committed by the Member.

13. Miscellaneous

13.1 Where any part of this Agreement is illegal, prohibited or invalid by law, such part shall be severed from the remainder of the Agreement which shall remain in full force and effect.

13.2 Any notice to be sent to Member by the Car Club shall be effectively sent if posted to the last known address of Member.

13.3 All disputes, controversies or differences arising out of or in connection with this Agreement shall be submitted to the Singapore Mediation Centre for resolution by mediation in accordance with the Mediation Procedures for the time being in force. The parties agree to participate in the mediation in good faith and undertake to abide by the terms of any settlement reached.

13.4 The Car Club reserves the right to vary, supplement or amend the terms in this Terms and Conditions at any time, and any such variation, supplements or amendments shall be deemed part of the terms and conditions here and the Car Club and Member shall be bound by the same.

13.5 A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 2001 (cap. 53B) to enforce any of its terms.

13.7 This Agreement shall be governed by and construed in accordance with the laws of Singapore.