

Karshare – Terms and Conditions

Last updated on: 13th July 2020

Please read these terms and conditions carefully as they contain important information regarding your legal rights, remedies and obligations and apply to your activities on this website at <https://www.karshare.com/> ("Website"). Please note that practical explanations can be found within our FAQs for both Owners and Volunteer Owners (as defined below) and Renters and Volunteer Drivers (as defined below) and any questions relating to your privacy and our holding of your data can be found in our Privacy Policy.

In particular, please note the following:

- Owners / Volunteer Owners to make their Vehicle (as defined below) available in a roadworthy condition and for Renters and Volunteer Drivers to return the Vehicle on time, working with Karshare if that is not possible and ensure that any changes in the Vehicle's condition that occur during the Rental Period (as defined below) are formally noted via the prescribed communications channels set out in these Terms (as defined below).
- Renters and Volunteer Drivers to be aware that by English law they are responsible for the roadworthiness of the Vehicle as they would be if renting from a traditional rental company.
- The Owner / Volunteer Owner and the Renter and Volunteer Driver to understand that the contract for car rental is between the Volunteer Owner and the Volunteer Driver or the Owner and Renter. Karshare facilitate the rental but are not a party to the contract between the Volunteer Owner and the Volunteer Driver or the Owner and the Renter.
- To use the Services (as defined below), all Volunteer Drivers must download and use the Karmate Telematics application. Please see our [Privacy Policy](#) for further details. In some cases, a Telematics device will be installed in the Volunteer Owners vehicle.
- To use the Services (as defined below), the Owner must have the KarshareGo keyless technology installed in their car. Please see our KarshareGo guide [here](#). Further details in the [Karshare Help](#) pages and [Privacy Policy](#).
- You may be redirected to the Site (as defined below) via a Partner Site (as defined below). We are not responsible for the content, terms and conditions, offers or privacy policies of the Partner Sites and your dealings with the Partner Sites are solely between you and the operator of the Partner Sites.

You should only use the Site if you agree with these Terms. When you click to accept the Terms, you will be legally bound by these Terms. We recommend that you print a copy for your records.

Unless otherwise stated as applying only to Owners / Volunteer Owners or Renters and Volunteer Drivers, these Terms shall apply to all Members (as defined below). We may change these Terms from time to time so you should check back regularly to see if anything has changed but we will also notify you of any significant changes either on the Site or by email. Changes will become effective from the next time that you access your Account.

1 INTRODUCTION

1.1 Who we are, what we do and contacting us

- 1.1.1 Karshare is a division of Carandaway Limited (trading as Karshare), with company registration number 09992443 and its registered address at 1st Floor, 1 Hotspur Lane, Wooburn Green, High Wycombe, Buckinghamshire HP10 0AA ("**Karshare**"/"**we**"/"**our**"/"**us**"). Our VAT number is 256726970.

- 1.1.2 Karshare connects Owners / Volunteer Owners with people who are seeking to use those Vehicles, the Renters / Volunteer Drivers. We do this by providing an online platform that provides a way to organise bookings (our "**Services**"). The online platform is available via the Website (and its sub-domains) and the App (together the "**Site**") and Partner Sites.
- 1.1.3 All cars donated by Volunteer Owners and shared under the Karshare agreement are donated to support a free community car share scheme to help Care Workers move essential services to those in need during the Covid-19 crisis. Volunteer drivers are asked for a contribution towards the insurance costs to cover the use of cars over this period. This will continue until further notice.
- 1.1.4 The Services provided through the Site allow Owners to create a listing for their Vehicles and allow Renters to find out information about what Vehicles are available for rental and to make a rental booking directly with Owners via the Site or Partner Sites.
- 1.1.5 Karshare will place the Vehicles on Partner Sites but all Bookings for the Vehicles will be concluded via the Site.
- 1.1.6 Karshare acts as a broker to facilitate hire of vehicles by Renters from Owners. Karshare provides a way to organise bookings and payments for these arrangements. Karshare does not provide car rental services and, unless otherwise expressly stated, Karshare does not own or maintain any Vehicles for this purpose. The contract for Vehicle rental is between the Owner and the Renter.
- 1.1.7 Karshare acts as a broker to facilitate usage of vehicles by Volunteer Drivers from Volunteer Owners. Karshare does not provide car rental services and, unless otherwise expressly stated, Karshare does not own or maintain any Vehicles for this purpose. The contract for Vehicle usage is between the Volunteer Owner and the Volunteer Driver.
- 1.1.8 If you are a Owner, then you agree that Karshare is authorised by you to enter into a Booking with the Renter to rent the Vehicle on your behalf acting as your agent.
- 1.1.9 If you are a Volunteer Owner, then you agree that Karshare is authorised by you to enter into a Booking with the Volunteer Driver to use the Vehicle on your behalf acting as your agent.
- 1.1.10 If you are the Renter, then you agree that Karshare is authorised by you, to enter into a Booking with the Owner to rent the Vehicle on your behalf acting as your agent.
- 1.1.11 If you are the Volunteer Driver, then you agree that Karshare is authorised by you, to enter into a Booking with the Volunteer Owner to use the Vehicle on your behalf, acting as your agent
- 1.1.12 If you have any questions, complaints or comments about these Terms or our Services, then just contact us at: help@karshare.com our postal address above or on 44 (0) 208 051 4920.

1.2 Definitions

- 1. For the purpose of these Terms, the following words have the meaning set out below:

Account	As defined in clause 2.2.
Additional Driver	A Member added to a Booking as an additional driver, as agreed with the Insurers.

Administration Charge	A charge payable by a Member to Karshare in the circumstances set out in these Terms and in the amount set out in the Schedule of Charges.
Airport Location	Airports in the United Kingdom where the Vehicle is made available by the Owner by buying a new parking proposition directly with the parking partner/provider allowing the Vehicle to be offered for hire with a suitable Driver.
Available On Request	A request for a Vehicle where the Volunteer Owner has not stated that it is available on the dates specified in the Booking Request.
Booking	<p>A completed match between an Owner and a made via the Site for the Renter to use a Vehicle for a Rental Period, in accordance with these Terms.</p> <p>A completed match between a Volunteer Owner and a Volunteer Driver made via the Site for the Volunteer Driver to use a Vehicle for a Usage Period, in accordance with these Terms.</p>
Booking Confirmation	A confirmation issued by Karshare via e-mail once a Volunteer Owner / Owner or Karshare (as applicable) has accepted a Booking Request.
Booking Fee	The fee charged by Karshare to the Owner for facilitating a Booking calculated by multiplying the Rental Price by the Booking Fee Percentage, plus VAT at the applicable rate.
Booking Fee Percentage	<p>Airport Locations: 33%</p> <p>Home Locations: 25%</p>
Booking Request	A request by a Renter / Volunteer Driver to use a particular Vehicle for a specified period of time, submitted via the Site which will either be for Available On Request or Instant Book.
Breakdown Provider	Karshare's breakdown and recovery partner, currently RAC.
Cancellation Administration Charge	A charge payable by a Owner or Renter in the circumstances set out in these Terms, in the amount set out in the Schedule of Charges.
Cancellation Charge	The cancellation charges specified in the Schedule of Charges.
Care Workers	People providing essential services to support the vulnerable and those who need care during the Covid-19 pandemic. These include, but are not limited to the following; Charity

	workers, food banks, NHS staff and volunteers, health workers, care workers and other key frontline staff.
Chargeback Administration Charge	A charge payable by a Member in the circumstances set out in Clause 9.5, in the amount set out in the Schedule of Charges.
Cleaning Fee	A charge payable by the Renter / Volunteer Driver in the circumstances set out in these Terms, in the amount set out in the Schedule of Charges.
Condition Report	As defined in clause 8.8.
Condition Report Charge	A charge payable by a Member in the circumstances set out in these Terms, in the amount set out in the Schedule of Charges.
Delay Period	As defined in clause 6.4.
Deposit	Before each Rental Period Karshare will make a temporary hold of a pre-authorisation amount of £250. This is to cover potential fines, tolls and other un-intended costs
Driver Eligibility Criteria	<p>A Renter / Volunteer Driver must:</p> <ul style="list-style-type: none"> ● be aged 25 years or older; ● be a current UK or Republic of Ireland resident with a UK or Republic of Ireland residential home address; ● hold a valid driving licence from the UK, ROI or EU; ● have held a full valid driving licence for a minimum of 24 months; ● have no more than 3 points on his/her licence (UK and ROI licence holders) and no bans or disqualifications; ● have a maximum one fault claim in last 3 years; ● not have any non-motoring criminal convictions; ● have referred any medical condition requiring Driver and Vehicle Licensing Agency (DVLA) notification and received authorisation granted by the DVLA;

	<ul style="list-style-type: none"> ● not have been refused motor insurance at normal rates and terms or been declined insurance or had any insurance policy cancelled by an insurer; ● not be involved in any of the following professions as this is required by the Insurer: <ul style="list-style-type: none"> ○ Professional Gambling; ○ Professional Sports; ○ Entertainment; ○ Hawking; ○ General Dealing; ○ Modelling; ○ Street or Market Trading; ○ Cannot be a student in FT education under 25 years old. <p>Lease cars may be acceptable but please refer to our Vehicle Eligibility Criteria.</p>
Excess	<p>The amount the Renter / Volunteer Driver is liable for under the Insurance Policy in the event of an incident that requires payment for damage caused to the Vehicle or another person's property, which may be reduced if the Renter buys 'Reduced Excess'.</p> <p>Reduced payment is not available to a volunteer driver</p>
Excess Mileage Fee	As defined in clause 8.19.
Extended Rental Period	The period of time by which the Owner or Karshare (as applicable) and the Renter agree to extend the Initial Rental Period.
Extended Usage Period	The period of time by which the Volunteer Owner or Karshare (as applicable) and the Volunteer Driver agree to extend the Initial Rental Period.
Face to Face Hiring	The process of providing a Vehicle's keys in person between the Volunteer Owner and the Volunteer Driver.
FAQs	Frequently asked questions for Bookings which are available here .

Home Location	The location of the Owner / Volunteer Owner where the Renter / Volunteer Driver shall collect the Vehicle.
Initial Rental Period	As defined in clause 6.2.
Instant Book	A request for a Vehicle where the Volunteer Owner/Owner has stated that it is available on the dates specified in the Booking Request.
Insurance Fee	The cost of insurance for a Rental Period, which may include the Reduced Excess fee.
Insurance Policy	Karshare's motor vehicle insurance policy for Members, provided by the Insurer which can be accessed here .
Insurer	The entity providing the Insurance Policy from time to time, currently QBE.
Karmate	A telematics application that is downloaded onto iOS and Android devices when a Volunteer Owner's Vehicle is being used by a Volunteer Driver. The application monitor's driver behaviour and ensures the best possible arrangement for insurance.
Karshare Help Team	help@karshare.com or 44 (0) 208 051 4920 (office hours 8am-6pm).
KarshareGo	The smart keyless technology installed in Owner cars to enable approved Renter's to locate and unlock cars directly from the Karshare App.
Key Replacement Administration Charge	A charge payable by a Volunteer Driver / Renter in the circumstances set out in these Terms, for the amount set out in the Schedule of Charges.
Key Replacement Charge	A charge payable by a Volunteer Driver / Renter in the circumstances set out in clause 9.1.5, for the amount set out in the Schedule of Charges.
Locksmith Charge	A charge payable by a Volunteer Driver in the circumstances set out in clause 9.1.6, in the amount set out in the Schedule of Charges.
Smart Pricing	Pricing determined by Karshare using prevailing market conditions including time of year, type and condition of Vehicle and other car hire operators' pricing for a similar Vehicle.

Member	An individual who signs up for membership of the Services through the signup process on the Site, including Owners / Volunteer Owners and Renters / Volunteer Drivers.
Optional Extras Fee	The cost of any optional extras selected by a Renter in relation to a Rental Period.
Overdue Fee	The fee calculated in accordance with the Schedule of Charges for the late return of the Vehicle without the Owner prior permission via the Site.
Owner	A Member who signs up to make a Vehicle available to rent via the Site.
Owner Administration Charge	A charge payable by a Renter in the circumstances set out in these Terms, in the amount set out in the Schedule of Charges.
Owner / Volunteer Owner Eligibility Criteria	<p>Owner / Volunteer Owner must be:</p> <ul style="list-style-type: none"> ● Over 25 years or older; ● Have held a licence for more than 24 months; ● Have a fully comprehensive insurance policy (our insurance replaces yours, but you need to have fully comp in place for our insurance to work); ● Not be one of the following professions as this is required by our Insurer: <ul style="list-style-type: none"> ○ Professional Gambling; ○ Professional Sports; ○ Entertainment; ○ Hawking; ○ General Dealing; ○ Modelling; ○ Street or Market Trading.
Owner Payment	The Rental Price minus the Booking Fee.
Owner Pricing	The Owner sets the price for all Bookings for that Owner.

Partner Site	A third-party website and/or application where a Vehicle may be listed and/or a Booking facilitated.						
Penalty Notice Administration Charge	A charge payable by a Renter / Volunteer Driver as set out in the Schedule of Charges.						
Pick-up and Drop-off Grace Period - HOME	<p>The period of time from the start and end of the Rental Period during which the Owner has to make the Vehicle available, or the Renter has to pick up the Vehicle, as set out in the table below:</p> <table border="1"> <thead> <tr> <th>Rental Period duration</th> <th>Pick-up / Drop-off Grace Period</th> </tr> </thead> <tbody> <tr> <td>Less than 4 hours</td> <td>30 minutes</td> </tr> <tr> <td>More than 4 hours</td> <td>30 minutes</td> </tr> </tbody> </table>	Rental Period duration	Pick-up / Drop-off Grace Period	Less than 4 hours	30 minutes	More than 4 hours	30 minutes
Rental Period duration	Pick-up / Drop-off Grace Period						
Less than 4 hours	30 minutes						
More than 4 hours	30 minutes						
Pick-up and Drop-off Grace Period - AIRPORT	<p>The period of time from the start of the Rental Period during which the Owner has to make the Vehicle available, or the Driver has to pick up the Vehicle, as set out in the table below:</p> <table border="1"> <thead> <tr> <th>Rental Period duration</th> <th>Pick-up / Drop-off Grace Period</th> </tr> </thead> <tbody> <tr> <td>5 day +</td> <td>2 hours</td> </tr> </tbody> </table>	Rental Period duration	Pick-up / Drop-off Grace Period	5 day +	2 hours		
Rental Period duration	Pick-up / Drop-off Grace Period						
5 day +	2 hours						
Preapproved Amount	£250						
Recovery Charge	A charge payable by a Renter / Volunteer Driver in the circumstances set out in clause 9.1.8 in the amount set out in the Schedule of Charges.						
Refuelling Charge	As defined in clause 9.1.3.						
Remote Hiring	The process of providing access to keys to the Vehicle using a Key Safe.						

Rental Period	The Rental Period agreed between the Owner and the Renter plus any Extended Rental Period, which together can last for no more than three months.
Rental Price	The total price applied to a Rental Period excluding the Insurance Fee or Optional Extra Fee.
Renter	A Member who requests and books a Vehicle from an Owner via the Site.
Schedule of Charges	The schedule stipulating charges which may be payable by the Owner and Renter / Volunteer Driver which are set out at the end of the Terms.
Services	As defined in clause 1.1.2.
Site	As defined in clause 1.1.2.
Standard Cover	The standard insurance cover which is a fully comprehensive insurance policy as specified in the Insurance Policy. A Standard Excess of £750 is payable under Standard Cover in the event of a claim.
Standard Excess	An excess of £750 which covers liability for damage and other costs incurred during the Rental Period or Usage Period.
Reduced Excess	For a separate fee, Renters may buy this product to reduce their liability for damage and other costs incurred during the Rental Period or Usage Period. The Reduced Excess is set at £250.
Telematics	A telematics application is installed within Karshare iOS and Android App. The application monitor's driver behaviour and ensures the best possible arrangement for insurance.
Terms	These terms and conditions.
Total Booking Fee	Rental Price plus the Insurance Fee, plus the Optional Extras Fee, and adjustment for any Extended Rental Period.
Usage Period	The Usage Period agreed between the Volunteer Owner and the Volunteer Driver plus any Extended Usage Period, which together can last for no more than three months.
Vehicle	The car and all its documents, tools, fittings, components, standard equipment (including jack, spare tyre, etc), whether mechanical or otherwise, the subject of a Booking.

<p>Vehicle Eligibility Criteria</p>	<p>The Vehicle must:</p> <ul style="list-style-type: none"> ● be up to 13 years old; ● have less than 100,000 miles on the clock; ● have a valid MOT, where applicable; ● be comprehensively insured in the UK; ● NOT be a company car; ● NOT be left hand drive; ● be a UK registered vehicle and registered to a UK resident; ● be in the insurance group of 1-45 which most makes and models of cars in the UK are accepted; ● have a replacement value not more than £50,000; ● have no custom modifications; ● have an expiry date of vehicle tax (the tax disc) and MOT (if applicable) of more than 30 days away; ● not be a van, motorbike, motorhome, campervan, foreign registered or imported car; ● not have been previously classified as either a category C or D write off. <p>2. If the Owner / Volunteer Owner's Vehicle is a lease car:</p> <ul style="list-style-type: none"> ● the Owner / Volunteer Owner must be the person who holds the lease contract; ● the Owner / Volunteer Owner's lease contract must allow, or at least not specifically exclude, sub leasing or peer to peer car sharing of the lease car; ● the Owner / Volunteer Owner must make Karshare aware of any restrictions that may apply to the Owner's / Volunteer Owner's lease arrangement such as licence types or driver age.
<p>Volunteer Driver</p>	<p>Care Workers who request and book a Vehicle from a Volunteer Owner via the Site, who are providing essential services to support the vulnerable and those who need care during the Covid-19 pandemic.</p>

Volunteer Owner	A Member who signs up to donate a Vehicle to a Care Worker to use during the Covid-19 pandemic.
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2 REGISTRATION & MEMBERSHIP

- 2.1 You may apply to be a Member provided that the relevant membership criteria are met. The criteria is set out on the Site and in our FAQs.
- 2.2 To become a Member, you must register an account with Karshare to use the Services available on the Website ("**Account**") and if You would like to be:
- 2.2.1 An Owner / Volunteer Owner, then you will need to submit your details and those of your Vehicle as part of the Account opening process. Acceptance of you as an Owner / Volunteer Owner will be subject to your Vehicle meeting the Vehicle Eligibility Criteria and you meeting the Owner / Volunteer Owner Eligibility Criteria, and subject always to Karshare's sole discretion to refuse any application if you do not meet the relevant membership criteria; and/or
- 2.2.2 a Renter / Volunteer Driver, then you will need to submit a completed application form as part of the Account opening process. Acceptance of a Member as a Renter / Volunteer Driver will be subject to the Member meeting the Driver Eligibility Criteria, and subject always to Karshare's sole discretion to refuse any application if you do not meet the relevant membership criteria.
- 2.3 Once accepted as a Member of Karshare, each Member must ensure that his or her username and password are kept secure and confidential and keep his or her contact details up to date through the Site. As a Member, you will be responsible for any activity on your Account. Any mobile phone number and email address provided must be personal to you, and readily accessible by, such Member. Each Member must respond promptly to requests by Karshare for updates to any information provided to Karshare. Each Member must inform Karshare immediately if he or she no longer meets the eligibility criteria (i.e. the Vehicle Eligibility Criteria, the Owner / Volunteer Owner Eligibility Criteria and/or the Renter / Volunteer Driver Eligibility Criteria) applicable to his or her membership.
- 2.4 As a Member, you may make copies of your information contained in your Account in any format and in doing so, you may make copies of reasonable portions of the Site and the material and content of the Site and your Account.
- 2.5 All Members must cooperate with and assist Karshare (including responding promptly to all communications), and provide Karshare with such information and take such actions as may be reasonably requested by Karshare in connection with any complaints, claims, charges or notices relating to Bookings, or with respect to any investigation undertaken by Karshare or its representatives, its insurers or the police, regarding any insurance claims, use or abuse of the Site or any other investigations.
- 2.6 Any application for membership which references a promotional offer acknowledges and accepts the terms and conditions of such offer as set out on the Site.

3 YOUR USE OF THE SITE

- 3.1 The Site is for your own personal and non-commercial use only.
- 3.2 When using the Site and your Account, you agree not to:
- 3.2.1 attempt to undermine the security or integrity of the Site, our computing systems or networks

or, where the Services or Site are hosted by a third party, that third party's computing systems and networks. We will report any security breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them;

- 3.2.2 use, or misuse, the Services or Site in any way which may impair the functionality of the Services or Site, or other systems used to deliver the Services or Site or impair the ability of any other user to use the Services or Site;
- 3.2.3 attempt to gain unauthorised access to any materials other than those to which You have been given express permission to access or to the computer system on which the Services or Site are hosted;
- 3.2.4 transmit, or input into the Services or Site, any files or data that may damage any other person's computing devices or software, content that may be offensive, or material or data in violation of any law (including data or other material protected by copyright or trade secrets which you do not have the right to use);
- 3.2.5 create links to the Site unless we give you prior written consent;
- 3.2.6 attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Site except as is strictly necessary to use either of them for normal operation and other than as permitted by law;
- 3.2.7 impersonate any other person while using the Site;
- 3.2.8 conduct yourself in a vulgar, offensive, harassing or objectionable manner while using the Site; or
- 3.2.9 use the Site for any unlawful purpose.
- 3.3 If You use any communication tools available through the Site (such as any forum, chat room or message centre), you agree only to use such communication tools for your domestic purposes and in accordance with the law. You must not use any such communication tool for posting or disseminating any material unrelated to the Site or for advertising or marketing purposes.
- 3.4 When you make any communication on the Site, you represent that you are permitted to make such communication. Any communications shall be conducted in a courteous manner. We are under no obligation to ensure that the communications on the Site are legitimate or that they are related only to the use of the Services.
- 3.5 You may have other rights granted by law, and these Terms do not affect these except if the two are inconsistent. If this is the case then these Terms will override any other rights which you may have, unless this is not permitted by law.

4 OUR RIGHTS AND OBLIGATIONS

- 4.1 We may change, modify, amend or remove some or all of the functionality or content on the Site at any time and we reserve the right to remove any communication or any material held within the Site at any time at our sole discretion.
- 4.2 You agree that we are free to use any comments, information or ideas contained in any communication you may send to us without compensation, acknowledgement or payment to you for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving the Site, Services or other products or services.
- 4.3 We and/or our licensors are the owners of the Site which includes (but without limitation) any

software, applications and domains made available through it.

- 4.4 All intellectual property rights in the Site, and the content (except the personal information of you and other users contained your and their Accounts), video, audio, graphics, logos, icons and service names which appear on the Site belong, or are licensed, to us. You do not have any rights to such intellectual property except as expressly set out in these Terms.

5 BOOKING A VEHICLE

- 5.1 A Booking Request will specify the start and end time of the proposed rental which shall be for no more than three months (the "**Initial Rental Period**") and the Total Booking Fee.
- 5.2 Once a Booking Confirmation has been sent to the Renter / Volunteer Driver the Booking is binding on both Owner / Volunteer Owner and Renter / Volunteer Driver, and subject to the cancellation rules set out in these Terms.

6 RENTAL / USAGE PERIOD

- 6.1 The Renter / Volunteer Driver will have exclusive use of the Vehicle for the Rental / Usage Period.
- 6.2 From the Home Location, if requested by the Renter / Volunteer Driver, the Owner / Volunteer Owner may agree to extend the Initial Rental / Usage Period for an Extended Rental / Usage Period in accordance with the Vehicle's availability. Neither the Initial Rental / Usage Period nor any Extended Rental / Usage Period, individually or combined, may be more than 90 days. From the Home Location, the Renter / Volunteer Driver must inform Karshare of the Extended Rental / Usage Period agreed with the Owner / Volunteer Owner prior to the expiry of the Initial Rental / Usage Period (or any previously agreed Extended Rental / Usage Period).
- 6.3 Where the Owner / Volunteer Owner for a Home Location or Karshare for an Airport Location agree to an Extended Rental Period, Karshare will then arrange an applicable extension to the Insurance Policy to account for the Extended Rental Period, subject to appropriate Insurance Policy cover being available. Members will not be covered by Insurance Policy where an extension is not notified to, and approved by, Karshare. It is vital that all extensions are notified to Karshare in accordance with these Terms because driving without proper insurance is an offence and Members may be personally liable for any loss or damage caused in any period where they are not covered by the Insurance Policy. Owners / Volunteer Owners should satisfy themselves that the extension has been notified to Karshare and should not expect the Insurance Policy cover to be available where they have agreed an extension directly with the Renter / Volunteer Driver but failed to notify Karshare.
- 6.4 If the Renter / Volunteer Driver fails to return the Vehicle to the Owner / Volunteer Owner at the Home Location before the end of the Rental / Usage Period, the Renter / Volunteer Driver shall be liable for an Overdue Fee for the period of additional time until the Renter / Volunteer Driver returns the Vehicle to the Owner / Volunteer Owner (the "**Delay Period**"). The Overdue Fee shall be calculated as set out in the Schedule of Charges. The Renter / Volunteer Driver may also be liable for additional insurance charges in relation to the Delay Period and any reasonable costs incurred by the Owner / Volunteer Owner or a subsequent Renter / Volunteer Driver as a result of the late return of the Vehicle. The Renter / Volunteer Driver will remain responsible for all the Renter's / Volunteer Driver's obligations for the full duration of any Delay Period.

7 RESPONSIBILITIES OF THE RENTER / VOLUNTEER DRIVER

- 7.1 The Renter / Volunteer Driver must pick up the Vehicle at the time and place specified in the Booking Confirmation or as otherwise agreed directly with the Owner / Volunteer Owner.
- 7.2 For both Home Locations and Airport Locations, the Renter / Volunteer Driver must inspect and record the condition of the Vehicle before the start and at the end of the Rental Period, including the current fuel and mileage.

- 7.3 For Home Locations, the Renter / Volunteer Driver must submit clear, time stamped photographs of the vehicle to Karshare including any damage when the car is collected. Failure to comply with this may result in the Renter / Volunteer Driver being liable to a Condition Report Charge and paying for any damages shown on the vehicle which cannot be proven to have already existed before the Rental Period.
- 7.4 It is the Owner / Volunteer Owner under English law to ensure that the Vehicle is roadworthy. If the Renter / Volunteer Driver reasonably believes the Vehicle is not roadworthy, the Renter / Volunteer Driver may cancel the Booking in accordance with the cancellation policies set out in these Terms. In conducting the damage inspection and roadworthiness checks, the Renter / Volunteer Driver should, as a minimum, check that:
- 7.4.1 tyres all have adequate tread depth and are not worn;
 - 7.4.2 the handbrake works;
 - 7.4.3 engine noise is not excessive or unusual;
 - 7.4.4 electric windows work;
 - 7.4.5 all rear viewing mirrors fitted as standard in the Vehicle are in place as required, and can be adjusted;
 - 7.4.6 side mirrors are free from cracks;
 - 7.4.7 seats adjust;
 - 7.4.8 seat belts are present and work;
 - 7.4.9 headlights, indicators, brake lights and reversing lights work;
 - 7.4.10 any chips on windscreen are noted;
 - 7.4.11 the in-car entertainment and other peripherals work;
 - 7.4.12 washer fluid is present; and
 - 7.4.13 oil level on dipstick should be at least at halfway point between minimum and maximum indicators.
- 7.5 The Renter / Volunteer Driver must ensure that any scratches, bumps and dents in the bodywork, and any other defects, abnormalities or damage, are photographed on collection of the vehicle and noted in the Condition Report and that the mileage, and fuel level in the tank are also noted and recorded.
- 7.6 The Renter / Volunteer Driver must treat the Vehicle and its keys with reasonable care and will be responsible for the Vehicle and its keys whilst out of the possession of the Owner / Volunteer Owner. This includes driving carefully, always locking the Vehicle and using any additional security device fitted to or supplied with the Vehicle when it is not in use.
- 7.7 The Renter / Volunteer Driver must only use the correct fuel for the Vehicle and will be liable for the cost of any repairs, towing fees or other costs incurred as a result of using the wrong fuel.
- 7.8 The Renter / Volunteer Driver must not sell, rent or dispose of the Vehicle, or any of its parts. The Renter / Volunteer Driver must not give anyone any legal or beneficial rights over the Vehicle.

- 7.9 The Renter / Volunteer Driver must bring the Vehicle back to the location it was originally rented from. The Renter / Volunteer Driver must park the Vehicle legally and in accordance with any restrictions imposed by any parking permits associated with that Vehicle and must inform the Owner / Volunteer Owner of any restrictions applicable to the return location. The Renter / Volunteer Driver will be liable for any parking charges incurred at the return location, unless the risk of incurring such charges has been expressly acknowledged and agreed with the Owner / Volunteer Owner or Karshare.
- 7.10 From a Home Location, if the Vehicle was rented using Face-to-Face Hiring, the keys must then be handed to the Volunteer Owner (or returned in a manner otherwise agreed with the Volunteer Owner at the start of the Rental Period).
- 7.11 At the Airport Location, Renters will receive keys from Karshare at the time of pick up and return keys to Karshare at the time of drop.
- 7.12 The Renter / Volunteer Driver must take clear, time stamped photographs showing the condition of the Vehicle at time of drop off, including the fuel and mileage or be liable to a Condition Report Charge in the event of a damage or insurance claims dispute.
- 7.13 Before returning the Vehicle, the Renter / Volunteer Driver must ensure that the Vehicle is as clean as at the start of the Rental Period, and the Renter / Volunteer Driver must remove any debris, rubbish and the Renter / Volunteer Driver's personal items from the Vehicle.
- 7.14 The Vehicle must only be driven by the Renter / Volunteer Driver and any Additional Drivers, who must each meet, and continue to meet, the Driver Eligibility Criteria throughout the Rental Period. Any other drivers will not be covered by the Insurance Policy and will be driving illegally. If Karshare becomes aware that a Renter / Volunteer Driver other than the Renter / Volunteer Driver or any Additional Driver has driven the Vehicle during a Rental / Usage Period, Karshare will immediately terminate the Renter's / Volunteer Driver's membership and will charge the Renter / Volunteer Driver for Karshare's reasonable administration costs and additional costs relating to the contravention.
- 7.15 The Renter / Volunteer Driver, and any Additional Drivers, must not:
- 7.15.1 use the Vehicle for any illegal purpose;
 - 7.15.2 overload the Vehicle by the number of persons carried or by weight of goods carried;
 - 7.15.3 use the Vehicle whilst under the influence of alcohol or drugs;
 - 7.15.4 use the Vehicle if the Renter / Volunteer Driver may reasonably be considered to be unfit to drive a vehicle;
 - 7.15.5 use the Vehicle for racing, speed-testing or teaching someone to drive;
 - 7.15.6 use the Vehicle for any commercial purpose including the carriage of passengers for hire or reward;
 - 7.15.7 use the Vehicle off-road;
 - 7.15.8 'clock' the Vehicle or tamper in any way with the Vehicle's odometer;
 - 7.15.9 modify the Vehicle in any way (including fitting roof racks/bike racks and/or tow bars) or allow anyone to work on, or fit any new or replacement parts to, the Vehicle without the express permission of the Owner / Volunteer Owner and Karshare
 - 7.15.10 drive the Vehicle outside Great Britain, Northern Ireland, the Isle of Man and the Channel

Islands;

- 7.15.11 if the Vehicle has a manual transmission, drive the Vehicle without adequate prior experience of using a manual transmission; or
- 7.15.12 smoke in the Vehicle, or transport any animals or pets in the Vehicle without the express prior consent of the Owner / Volunteer Owner.
- 7.16 The Renter / Volunteer Driver shall, and shall procure that any Additional Drivers, comply with all legal obligations that he or she has as a driver under these Terms and any applicable law.
- 7.17 All bookings that are subsequently cancelled by a Renter will be subject to the cancellations provisions within these Terms.
- 7.18 When making a Booking Request, the Renter / Volunteer Driver should rely solely on the information provided on the Site, and any additional information communicated to the Renter / Volunteer Driver by the Owner / Volunteer Owner or by Karshare on behalf of the Owner / Volunteer Owner. Karshare may endeavour to provide additional information about the Vehicle upon request from the Renter / Volunteer Driver, but will not assume any liability for the accuracy or completeness of any such information.

8 RESPONSIBILITIES OF THE OWNER / VOLUNTEER OWNER

- 8.1 The Owner / Volunteer Owner must be the legal Owner / Volunteer Owner and registered keeper of the Vehicle. The Owner / Volunteer Owner is responsible for ensuring that there are no restrictions in any contracts between the Owner / Volunteer Owner and a third party which prevent the use of the Vehicle for the purpose of Bookings.
- 8.2 The Owner / Volunteer Owner must:
 - 8.2.1 have a vehicle that to the best of their knowledge has not been previously written off following a road traffic incident or any other circumstances;
 - 8.2.2 have fully comprehensive insurance on their Vehicle. Should this prove incorrect that they accept that the cover provided by Karshare will revert to third party car insurance only. This means that the Owner / Volunteer Owner is not insured for damage to the Vehicle; and
 - 8.2.3 inform their car insurance provider of their intentions to rent their Vehicle out through the Site.
- 8.3 For the Home Location, the Owner / Volunteer Owner must make the Vehicle available at the start of each Rental Period at the location and time as specified in the Booking Confirmation or as otherwise agreed directly with the Renter / Volunteer Driver prior to the start of the Rental Period.
- 8.4 At the Airport Location, the Owner / Volunteer Owner must arrive at the time and location specified in the Booking Confirmation.
- 8.5 The Owner / Volunteer Owner must ensure that, at the start of each Rental Period, the Vehicle is roadworthy and serviceable, including that:
 - 8.5.1 tyres all have adequate tread depth and are not worn;
 - 8.5.2 the handbrake works;
 - 8.5.3 engine noise is not excessive or unusual;

- 8.5.4 electric windows work;
 - 8.5.5 all rear viewing mirrors fitted as standard in the Vehicle are in place as required, and can be adjusted;
 - 8.5.6 side mirrors are free from cracks;
 - 8.5.7 seats adjust;
 - 8.5.8 seat belts are present and work;
 - 8.5.9 headlights, indicators, brake lights and reversing lights work;
 - 8.5.10 any chips on windscreen are noted;
 - 8.5.11 the in-car entertainment and other peripherals work;
 - 8.5.12 washer fluid is present;
 - 8.5.13 oil level on dipstick should be at least at halfway point between minimum and maximum indicators; and
 - 8.5.14 the fuel level in the tank is at least ¼ full to assist the Renters/ Volunteer Driver at pick up.
- 8.6 The Owner / Volunteer Owner should ensure that, at the start of each Rental Period or when delivered to the airport, the Vehicle is clean and tidy and free from debris, rubbish and any of the Owner's / Volunteer Owner's personal items. Any personal items left in the Vehicle are left at the Owner's / Volunteer Owner's own risk as loss and damage to such items will not be covered by the Insurance Policy. At the Airport Location Karshare will store any such items left in the Vehicle as part of the service.
- 8.7 The Owner / Volunteer Owner must maintain a record of any scratches, bumps and dents in the bodywork and any other defects, abnormalities or damage to the Vehicle (the "**Condition Report**") which the Owner / Volunteer Owner must submit to Karshare as soon as the Rental Period begins using the Site. Failure to comply with this may result in any claim under the Insurance Policy being refused or the Owner / Volunteer Owner being asked to contribute towards repair costs (the amount for which is set out in the Insurer's table of Excesses and Charges below). If there are any problems with the Vehicle at the start of the Rental Period or if the Vehicle breaks down during the Rental Period, the Renter / Volunteer Driver may apply to Karshare for another vehicle, depending on the circumstances and at Karshare's sole discretion. Karmate (for Volunteer Drivers) or KarshareGo (for Renters) detailing how the Vehicle is/was being driven will help Karshare manage this decision objectively.

Table: Insurer's table of Excesses and Charges

Excess Type	Amount	Paid By	Settlement
Windscreen Repair	£25	Renter / Volunteer Driver	Retained from the Deposit
Windscreen Replacement	£75	Renter / Volunteer Driver	

Accidental Damage/Theft/Claim with Reduced Excess	£250	Renter / Volunteer Driver	
Accidental Damage/Theft/Claim	*£750	Renter / Volunteer Driver	Payable to Karshare
Condition Report not completed (Claims only)	£250	Owner / Volunteer Owner or Renter / Volunteer Driver	Payable to an Insurer approved repairer at the time the Vehicle is collected following repair

* If Vehicle is not repairable and is written off, £750 will be deducted from the value of the claim settlement

- 8.8 The Owner / Volunteer Owner will maintain the Vehicle to at least the manufacturer's recommended standard (including timely servicing and observing recommendations as to tyre tread depth) and will maintain a valid MOT certificate. The Owner / Volunteer Owner will also maintain valid vehicle tax and meet any other statutory requirements for use of a vehicle on public roads in the UK. The Owner / Volunteer Owner will provide reasonable documentation to evidence this, if requested by Karshare.
- 8.9 For Airport Locations, the Owner agrees to provide Karshare with the additional information requested (as detailed in the Booking Confirmation) within 24 hours of the Booking Confirmation.
- 8.10 For Home Locations, the Owner / Volunteer Owner agrees to make the Vehicle available on an Instant Book basis on the Site to rent for the first time within 7 days of acceptance into Karshare or as otherwise advised by Karshare at the time of sign up.
- 8.11 Owners must make their Vehicle's available for a minimum of 3 weekends or 15 days including 1 weekend. Karshare reserves the right, at its sole discretion, to withdraw an Owner's membership of Karshare if the Owner consistently fails to make their Vehicle available for this minimum period.
- 8.12 If the Owner's membership is withdrawn or terminated by either the Owner or Karshare within the first 12 months, the Owner agrees to reimburse Karshare upon request for the costs it incurred in providing the Owner's membership including, but not limited to the cost of any initial inspection, KarshareGo installation, and any reasonable administration charges, up to a maximum of £250. The Owner will be notified by e-mail.
- 8.13 On termination or cessation of membership, the Owner agrees within 30 days to return, at the Owner's expense unless Karshare is in breach of these Terms, all equipment provided by Karshare, such as a Keyless installation (KarshareGo device (for Owners)) and associated accessories to Karshare's offices. Karshare will co-ordinate with the Owner to arrange the removal of KarshareGo by a member of the Karshare local team.
- 8.14 The Owner undertakes to describe their Vehicle accurately on the Site, and to keep the information on such listing up to date. The Owner / Volunteer Owner must inform Karshare immediately if their Vehicle no longer meets the Vehicle Eligibility Criteria.
- 8.15 All Owners acknowledge that (and permits) that telematics will be used to monitor how their Vehicle is being driven during the Rental Period or Usage Period. Please see our Privacy Policy regarding this and further information in FAQs.

- 8.16 Karshare undertakes to disclose to the Renter / Volunteer Driver the presence of the telematics integrated in to the Karshare or Karmate App during the Rental Period. Owners / Volunteer Owners/ may continue to have their own personal telematics device fitted in the Vehicle. The Karmate / Karshare App will not interfere with this.
- 8.17 If the Owner / Volunteer Owner is issued with any penalty charge notices in relation to traffic offences or charges applicable to the Renter / Volunteer Driver during the Rental / Usage Period (as set out in clause 10.1 below) the Owner / Volunteer Owner must notify Karshare in writing as soon as possible, and in any event within 7 days of the date of issue of the penalty charge notice (e.g. for parking and congestion charges) or the notice of intended prosecution (e.g. for speeding or other traffic offences). Failure to notify us within 7 days will result in the Owner / Volunteer Owner being liable for all additional costs associated with the relevant charge or fine. In addition, at Karshare's sole discretion, the Owner / Volunteer Owner may be liable for 50% of the relevant fine, charge or penalty if the delay in notification prohibits the Renter / Volunteer Driver from challenging or appealing to the competent authority in accordance with clause 9.4 below.
- 8.18 Owners can set their own daily mileage limits and the Renter is responsible to pay an excess mileage fee for each mile driven over the stated included mileage ("**Excess Mileage Fee**"). The Excess Mileage Fee shall be calculated by multiplying the cost per mile set out in the Schedule of Charges multiplied by the excess mileage above the limit stipulated by the Owner at the Booking. Renters will be communicated to and subsequently billed for any excess mileage at the end of their Rental Period.
- 8.19 The Owner / Volunteer Owner agrees to co-operate with and assist Karshare (including responding promptly to communications), and provide Karshare with such information and take such actions as may be reasonably requested by Karshare in connection with any complaints, claims, charges or notices relating to the Owner's / Volunteer Owner's Vehicle and Vehicle listing, or with respect to any investigation undertaken by Karshare or its representatives regarding use or abuse of the Site.
- 8.20 Owners / Volunteer Owners may make their Vehicle available for rent from the Home Location by using the Site, or at an Airport Location at selected airports specifying the time periods during which the Vehicle is available to rent in accordance with the availability procedures set out on the Site.
- 8.21 An Owner may elect to use either Smart Pricing or Owner Pricing for their Vehicle within the Home Location. However, Smart Pricing is set by Karshare for the Airport Location.
- 8.22 The Owner / Volunteer Owner, not Karshare, is solely responsible for honouring any confirmed Booking Requests and making the Vehicle available to satisfy the Booking Request.

9 RENTER / VOLUNTEER DRIVER CHARGES

- 9.1 The Renter / Volunteer Driver shall pay the following charges in respect of the Booking and Karshare shall collect such payment on behalf of the Owner / Volunteer Owner and Insurer, acting in the limited capacity of authorised payment collection agent of the Owner / Volunteer Owner and Insurer:
- 9.1.1 the Refuelling Charge, being the cost of refuelling the Vehicle back to its previous level, plus an Owner / Volunteer Owner Administration Charge, if the Vehicle is returned with any less fuel than the Owner / Volunteer Owner supplied, which are payable on request by Karshare at or after the end of the Rental Period;
- 9.1.2 where applicable the Key Replacement Charge, being the full cost of replacing the keys to the Vehicle (plus a Key Replacement Administration Charge), if all or part of the Vehicle's keys are not returned to the Owner / Volunteer Owner, which is payable on request by Karshare at or after the end of the Rental / Usage Period;

- 9.1.3 where applicable the Locksmith Charge, being the full cost of a locksmith's attendance and work in the event that, for example, the keys are locked in the Vehicle, which is payable on request by Karshare at or after the end of the Rental / Usage Period;
- 9.1.4 the Condition Report Charge, being the administration charge applicable if the Renter / Volunteer Driver fails to comply with the Renter's / Volunteer Driver's responsibilities relating to reporting on the condition of the Vehicle as set out in clauses 7.2, 7.5 and 7.9, which is payable on request by Karshare at or after the end of the Rental / Usage Period;
- 9.1.5 the Recovery Charge, being the full cost of recovery of the Vehicle and any additional costs associated with the Vehicle not being returned (including any vehicle holding costs, parking and compound charges) if the Renter / Volunteer Driver fails to return the Vehicle to the Owner / Volunteer Owner at the end of the Rental Period for reasons other than explicitly agreed in writing with Karshare, the Owner / Volunteer Owner and where relevant, the Insurer or Breakdown Provider under circumstances set out in clauses 13.1 and 13.4 below. Such sums are payable on request by Karshare at or after the end of the Rental / Usage Period;
- 9.1.6 the amount of any loss or damage resulting from any breach of the Renter's / Volunteer Driver's responsibilities set out in clause 7 Such sums are payable on request by Karshare at or after the end of the Rental / Usage Period;
- 9.1.7 the fines and charges set out in clause 10 and all charges, fines and court costs for congestion charges, parking, traffic or other offences, including any costs which arise if the Vehicle is clamped, and any civil penalty payable relating to the Booking. The Renter / Volunteer Driver must also pay the appropriate authority any fines and costs if and when the relevant authority demands this payment, and acknowledges that such obligations may be communicated to the Renter / Volunteer Driver directly, or through Karshare on behalf of the Owner / Volunteer Owner or the relevant authority. In all cases, the Renter / Volunteer Driver will also be liable for the Penalty Notice Administration Charge;
- 9.1.8 any other charges stipulated by the Owner / Volunteer Owner in the vehicle's description or agreed between the Renter / Volunteer Driver and the Owner / Volunteer Owner including but not limited to any charges relating to pick up or delivery of the vehicle, the distance driven during the Rental / Usage Period, or the provision of accessories or additional items as notified by Karshare as part of the Booking; and
- 9.1.9 and any other charges due from the Renter / Volunteer Driver according to the Terms and are requested by Karshare in accordance with the Terms.
- 9.2 Karshare, acting in the limited capacity of authorised payment collection agent of the Owner and Insurer shall collect the Deposit before the start of each Rental Period as outlined in each Booking Confirmation. If the Vehicle is returned clean and undamaged and the Renter / Volunteer Driver has not caused any damage to anybody else's person or property during the Rental Period, or otherwise incurred any fines, charges or penalties, Karshare will refund the Deposit in full within 7 working days of the end of the Rental Period. Karshare may satisfy any charges which Karshare, in its sole discretion, determines are due under these Terms (whether for the benefit of the Owner or otherwise) by retaining the corresponding amount from the Excess.
- 9.3 The Renter / Volunteer Driver hereby authorises Karshare, acting in the limited capacity of authorised payment collection agent of the Owner / Volunteer Owner and Insurer, to collect any amounts for which the Renter / Volunteer Driver is liable under these Terms by charging a credit or debit card, the details of which have been provided to Karshare by the Renter / Volunteer Driver. This may occur for example, in circumstances where the Excess has already been returned, or where the Renter's liability exceeds the value of the Excess. Karshare will inform the Renter / Volunteer Driver on request of the reason for any charges that are collected in this manner.
- 9.4 Karshare will inform the Renter / Volunteer Driver promptly upon receipt or notification of any

charge for which the Renter / Volunteer Driver is liable under clause 9.1. Without prejudice to clause 9.3 the Renter / Volunteer Driver must inform Karshare within 72 hours of initial communication if the Renter / Volunteer Driver intends to challenge or appeal to the competent authority against the fine, charge or penalty. In such cases, the Renter / Volunteer Driver must keep Karshare informed of the progress and outcome of the challenge or appeal. Karshare is not obliged to offer any assistance to the Renter / Volunteer Driver in undertaking the challenge or appeal, and may in its sole discretion impose a reasonable time limit on the Renter's / Volunteer Driver's challenge or appeal, after which the Renter / Volunteer Driver will be liable to pay the outstanding amount of the fine, charge or notice (together with any increases or related charges that may have accrued as a result of the challenge or delay) under these Terms.

- 9.5 The Renter / Volunteer Driver will be liable to a Chargeback Administration Charge if he or she applies for a debit or credit card chargeback claim without reasonable cause, such charge to cover any chargeback fees, administrative and dispute costs incurred by Karshare as a result of such claim.

10 FINES AND OTHER CHARGES

- 10.1 The Renter / Volunteer Driver shall be liable for the following fines and costs incurred during a Rental / Usage Period (including any Delay Period):
- 10.1.1 any and all traffic offence penalties including parking tickets, speeding fines, clamping fines, bus lane fines and compound charges; and
- 10.1.2 any tolls, fees or charges including the Dartford crossing toll ('Dart Charge') and toll road fees, and the London Congestion Charge.
- 10.2 Wherever possible, it is the responsibility of the Renter / Volunteer Driver to pay the relevant authorities directly. The Renter / Volunteer Driver must provide a written report of any offences committed by him or her during a Booking to Karshare and the Owner / Volunteer Owner on return of the Vehicle.
- 10.3 In the case of speeding notices (and where otherwise obliged by law) the Renter / Volunteer Driver acknowledges and agrees that Karshare and/or the Owner / Volunteer Owner may pass on the Renter's / Volunteer Driver's details to the police or relevant authority, who may then contact the Renter / Volunteer Driver directly.
- 10.4 The Renter / Volunteer Driver will be liable for any parking charges incurred at the point of return, unless expressly agreed beforehand with the Owner / Volunteer Owner or Karshare.
- 10.5 In the case of a claim or call out initiated with the Insurer or Breakdown Provider, a Member is liable to a Condition Report Charge if found to have been in breach of Karshare Terms and Conditions with respect to the Booking.

11 PAYMENT

- 11.1 Each Owner / Volunteer Owner hereby appoints Karshare as the Owner's / Volunteer Owner's authorised payment collection agent solely for the purpose of accepting any other charges payable by the Renter / Volunteer Driver in accordance with these Terms.

In relation to each Booking, Karshare will pay to the Owner:

- 11.1.1 The Owner payment; and

In relation to each Booking, Karshare will pay to the Owner:

- 11.2 The allocation of any charge proceeds calculated in accordance with the Schedule of Charges.

11.3 Payments due under clause 11.1 will be made within 7 working days of the end of the Rental Period, to the bank account nominated by the Owner.

11.4 The Owner accepts that Karshare's obligation to pay the Owner any sums payable under a Booking is conditional upon successful receipt of the associated payments from the other party to the Booking.

11.5 Karshare will pass on the relevant portion of any administration charges due to a Member in respect of a Booking once they have been collected from the Member incurring the charge, as set out in the Schedule of Charges.

11.6 The Owner acknowledges and agrees that Karshare may, without limiting any other rights or remedies that Karshare may have, set off any amounts received from the Renter in respect of any Booking, against any amounts payable by the Owner to either Karshare or to the Renter, pursuant to these Terms.

11.7 The Owner acknowledges and agrees that the Owner is solely responsible for determining any personal tax liability as a result of the receipt of any income as a result of renting his or her Vehicle, and for any applicable tax reporting requirements. Karshare does not provide or offer any tax-related advice to Members.

12 THIRD PARTY LIABILITY, COLLISION DAMAGE WAIVER AND THEFT INSURANCE

12.1 The conditions of the Insurance Policy apply to all Bookings. Members should review the separate information on the Site and the Insurance Policy documents, and be aware of any restrictions and exclusions which may apply. By applying for membership of Karshare, you accept the conditions of the Insurance Policy.

12.2 Once a Booking has been made, Karshare will ensure the Insurance Policy is in effect covering the Vehicle for the duration of the Rental / Usage Period. The Insurance Policy only covers the Vehicle for the Rental Period and once the Rental / Usage Period is finished, the Owner's / Volunteer Owner's normal insurance policy will again apply. The Owner / Volunteer Owner and the Renter / Volunteer Driver are advised to review the conditions of the Insurance Policy. Subject to the exclusions and restrictions detailed in the Insurance Policy, the conditions of the Insurance Policy apply to all Bookings.

12.3 The Insurance Policy provides cover for loss or damage to the Vehicle but there are Excess amounts for which a Renter/ Volunteer Driver/Driver is personally responsible and which will apply to each incident or claim.

12.4 Third parties - There is a legal responsibility to have third party insurance for the Vehicle, and, as part of its Services, Karshare has arranged for appropriate cover for the benefit of Members. This policy provides cover for damage up to £20 million for damage to third party property and legal obligations to third party claims for injury or damage to their property. Details of the policy limits and specific coverage details are available in the Insurance Policy documentation. The Renter / Volunteer Driver will be responsible for any costs over and above such amount in respect of third party claims.

12.5 Own vehicle damage - Subject to clause 13.5 and if the Renter has not opted for Full Cover, where the Vehicle is damaged, lost or stolen during the Rental Period, the Renter / Volunteer Driver shall only be liable up to the amount of the Excess in relation to each separate incident, and any reasonable administration fees incurred by Karshare which arise when dealing with these matters. However, the Renter / Volunteer Driver will still have to pay an amount up to the Excess every time the Renter / Volunteer Driver damages the Vehicle or if the Vehicle is lost or stolen.

12.6 In the circumstances listed below, the Excess limit shall not apply and the Renter / Volunteer Driver will be fully liable for all costs, claims, damages and expenses resulting in damage to, or

loss or theft of the Vehicle whether or not the Renter has opted for Full Cover. However, should an accident arise due to any of the events below you must still inform the Insurer:

- 12.6.1 the Vehicle has been used for an illegal purpose;
- 12.6.2 the Vehicle has been overloaded either by way of the number of persons carried or by the weight of goods carried;
- 12.6.3 the Vehicle has been modified in any way;
- 12.6.4 damage has been caused by hitting overhead or overhanging objects or spanning constructions;
- 12.6.5 damage has been caused by hitting low-level objects;
- 12.6.6 the Vehicle has been used for racing, speed testing or teaching someone to drive;
- 12.6.7 the Vehicle has been used off-road;
- 12.6.8 the Vehicle has been used for carrying fare-paying passengers;
- 12.6.9 the Vehicle has been used in a way that breaks other parts of these Terms or the limitations of the Insurance Policy;
- 12.6.10 the Vehicle has been used for a purpose for which a Owner / Volunteer Owner needs an operator's licence if the Renter / Volunteer Driver does not have one;
- 12.6.11 the Vehicle has been driven whilst Renter / Volunteer Driver was under the influence of drink or drugs or could reasonably have been considered unfit to drive; or
- 12.6.12 the Renter / Volunteer Driver has not taken all reasonable care of the Vehicle when parking it or not making sure that it was properly locked or has used the wrong fuel for the Vehicle.
- 12.7 The Insurance Policy arranged by Karshare is designed not to prejudice or otherwise affect the Owner's / Volunteer Owner's or Renter / Volunteer Driver's existing insurance but it is the obligation of both the Owner / Volunteer Owner and the Renter / Volunteer Driver to check this for themselves.
- 12.8 Where the Owner / Volunteer Owner has failed to meet the Owner / Volunteer Owner Eligibility Criteria as the Owner / Volunteer Owner does not have fully comprehensive insurance in relation to its Vehicle, then notwithstanding Karshare's right to terminate the Owner's / Volunteer Owner's membership of the Services, in the event of a claim, the Insurance Policy will revert to third party, fire and theft only in relation to the Owner's / Volunteer Owner's Vehicle.

13 ACCIDENTS, DAMAGE, BREAKDOWN AND THEFT

- 13.1 In the event of an accident the Renter / Volunteer Driver must not admit responsibility unless advised to do so by the Insurer. The Renter / Volunteer Driver should obtain the names and addresses of everyone involved, including witnesses and should also:
 - 13.1.1 make the Vehicle secure;
 - 13.1.2 tell the police without delay if anyone is injured or there is a disagreement over who is responsible; and
 - 13.1.3 call the Insurer as stated on the Booking Confirmation.

- 13.2 Damage caused to the Vehicle outside of the Rental / Usage Period, or any damage expressly stated to not be covered by the Insurance Policy, will not be covered by the Insurance Policy, and the Owner / Volunteer Owner will be liable for all such damage. Unless an Extended Rental / Usage Period is agreed in accordance with these Terms, the Insurance Policy only covers the Initial Rental / Usage Period.
- 13.3 If an Owner / Volunteer Owner becomes aware that their Vehicle has been damaged or stolen the Owner / Volunteer Owner must contact Karshare by phone within 24 hours of the end of the Rental / Usage Period (or any Delay Period). For Home Locations, it is the Owner's / Volunteer Owner's responsibility to fill in the Condition Report at the end of the rental, collect the signature of both parties and send it to Karshare within 24 hours as well. Subject to the terms of the Insurance Policy, the Insurer may disregard notifications made after such time and absent of the Condition Report.
- 13.4 In the event of breakdown, the Renter / Volunteer Driver will notify the Breakdown Provider and await assistance. They will also notify the Karshare Help Team. It is the responsibility of the Renter / Volunteer Driver to remain with the Vehicle, in a safe location, until assistance arrives. If the Renter / Volunteer Driver abandons the Vehicle in the event of breakdown, the Renter / Volunteer Driver will be liable for the cost of returning the Vehicle to the Owner/ Volunteer Owner and may be liable for the full amount of any damage or theft that occurs. The Renter / Volunteer Driver must not agree to incur any costs or the installation of any parts by the Road Assistance Provider (or otherwise) without the express prior consent of the Owner / Volunteer Owner or Karshare. The Owner agrees that Karshare may authorise such costs or the installation of any parts on behalf of the Owner up to the Preapproved Amount. Where the costs or the installation of any parts are above the Preapproved Amount, Karshare shall use reasonable endeavours to contact the Owner within a reasonable time of the breakdown occurring and if Karshare is unable to make contact, the Owner agrees that Karshare may, acting reasonably, authorise such costs above the Preapproved Amount. Volunteer Owners will be contacted by Karshare for any applicable costs to be approved and again if Karshare is unable to make contact, the Voluntary Owner agrees that Karshare may, acting reasonably, authorise such costs. Any such costs shall be paid by the Owner / Volunteer Owner and Karshare may set off such costs against any amounts paid by the Renter / Volunteer Driver.
- 13.5 If the Vehicle is stolen during the Rental Period (or any Delay Period) the Renter / Volunteer Driver must inform the police and Karshare as soon as becoming aware of the theft.
- 13.6 If an Owner / Volunteer Owner becomes aware that the Vehicle has been left dirty to a level warranting a Cleaning Charge, the Owner / Volunteer Owner must notify Karshare within 24 hours of the end of the Rental / Usage Period (or any Delay Period).
- 13.7 The Owner / Volunteer Owner is responsible for the maintenance of their Vehicle, and therefore is responsible for mechanical and electrical breakdowns. Karshare offers road assistance for Renters / Volunteer Drivers during the Rental / Usage Period, but the Insurance Policy does not cover repairs related to breakdowns. However, if the Owner/ Volunteer Owner considers that the Renter / Volunteer Driver is responsible for a breakdown as a result of behaviour contrary to the terms of the Rental / Usage Agreement, the Owner/ Volunteer Owner can appoint an independent expert to prove this. After assessment by that expert, the responsibility for the breakdown will be determined. If the Renter / Volunteer Driver is designated to be responsible for the breakdown, they will incur all repair costs related to the breakdown. In the event of a breakdown not resulting from a use contrary to the provisions of these Terms, the Renter may terminate the Booking and be reimbursed for the Rental Period not used by Karshare within ten working days of the end of the Rental Period.
- 13.8 Normal wear and tear is an inherent part of using and renting out a Vehicle and the Owner / Volunteer Owner is not protected against it with our Insurance Policy. The Owner / Volunteer Owner is responsible for wear and tear, including but not limited to worn out mechanical parts like brakes, engine parts and suspension, as well as electronics failures. We also reserve the right to classify small damages to the interior and exterior of the Vehicle as wear and tear, including weathering of the paint or minor scuffing of the interior surfaces. We will support all

Owners / Volunteer Owners to make sure they receive compensation for any damage, but need to help define how this is different to normal wear and tear. The wear and tear definitions table below provides definitions that are used both for the Owner / Volunteer Owner and the Renter / Volunteer Driver.

Table: Wear and tear definitions

Definition	Wear and tear maximum dimensions (diameter)	Damage
Scratches	2.5cm	>2.5cm or that leave exposed metal Paintwork removed
Dents	1cm	> 2 dents on one panel, or any paintwork damaged (ie chips to paintwork)
Chips	1.8cm	>1.8cm or that leave exposed metal Paintwork removed
Glass	Micro scratches, no field of vision impact	Cracks or holes, any impact on field of vision
Alloys and Hubcaps	2.5cm	>2.5cm or missing hubcap, cracked alloy
Interior	2.5cm	>2.5cm or broken parts, deep scratches, holes, burn marks

13.9 In case of a flat tyre, the Renter / Volunteer Driver and the Owner / Volunteer Owner also agree to the following conditions:

13.9.1 In the event of a puncture, the cost is shared 50/50 on all tyres between the Owner / Volunteer Owner and the Renter / Volunteer Driver. If the puncture is caused by an abnormal obsolescence or wear and tear of the tyres, the Owner / Volunteer Owner is liable for all charges.

13.9.2 If the Vehicle has no spare wheel or device for repairing a puncture, the Owner / Volunteer Owner is fully liable for the breakdown service costs for the Vehicle.

13.9.3 In case of loss or theft of the key of the Vehicle during the Rental / Usage Period, the Volunteer Renter / Driver shall be liable for the cost of the production of a new key to the Owner / Volunteer Owner, and if the Owner / Volunteer Owner specifically requests it, 50% of costs to change the lock cylinder and the complete set of keys.

14 PERSONAL INFORMATION

14.1 We take our responsibility for the care of your data very seriously. Please see our Privacy Policy for information on how we process your data.

15 TELEMATICS

15.1 The Volunteer Driver must download the Karmate Application and successfully set up an account before the start of the Usage Period. And ensure the Karmate app is fully functioning throughout the Usage period. Failure to do so may result in Karshare ending the booking and facilitating the

return of the vehicle.

- 15.2 Karshare will install a telematics device in all Owner Vehicles at Airports. The relevant Vehicle listing will indicate that telematics is installed.
- 15.3 Karshare will use telematics (the Karmate Application or Karshare App) in order to collect data for driver behaviour tracking and improvements to its services which may include helping Members reach quicker resolution wherever possible in the event of a dispute. Karshare will receive alerts and reports over e-mail, as well as have access to the live data via a management platform. Further details regarding Karshare's collection and use of such data can be found in Karshare's Privacy Policy.

16 CANCELLATION AND AMENDMENT

- 16.1 Once a Booking Request has been accepted by an Owner and the Booking Confirmation has been issued, then any cancellation or no show by either the Owner or the Renter will be subject to the applicable Cancellation Charges.
- 16.2 For a cancellation of a Booking from a Home Location:
 - by the Owner , the Owner must notify Karshare via the Site or via email for Volunteer Owners;
 - or 16.2.2. by the Renter, the Renter must notify Karshare directly via the Site or via email for Volunteer Drivers.
- 16.3 A Renter / Volunteer Driver may cancel a Booking by notification to Karshare and the Owner / Volunteer Owner where, following the Renter's / Volunteer Driver's inspection of the Vehicle at the start of the Initial Rental / Usage Period, the Vehicle is not roadworthy. In such cases, the Owner / Volunteer Owner will be deemed to have cancelled the Booking and the Owner / shall be liable for any applicable Cancellation Charges. Supporting evidence of the Vehicle's condition may be required by Karshare before a refund is granted pursuant to this clause 16.4.
- 16.4 Unless the Booking has been properly cancelled in accordance with clauses 16.1 to 16.4, and subject to clause 16.7, the Renter will be liable for the Total Booking Fee, unless the Renter picks up the Vehicle within the Pick-up Grace Period for both Airport and Home Locations (provided the Renter is not prevented from doing so by action or inaction of the Owner).
- 16.5 In the event of unforeseeable circumstances beyond the reasonable control of either the Renter / Volunteer Driver or the Owner / Volunteer Owner, or other extenuating circumstances, including:
 - 16.5.1 serious illness of the Renter / Volunteer Driver, such that the Renter / Volunteer Driver is unfit to drive;
 - 16.5.2 natural disaster (including but not limited to fire and flood);
 - 16.5.3 acts or restraints of governments or public authorities; or
 - 16.5.4 war, riot, civil commotion or acts of terrorism.
- 16.6 Karshare, may at its sole discretion, decide that it is appropriate to cancel the Booking. Each Member acknowledges and agrees that Karshare will not have any liability to any Member for such cancellations and refunds. Supporting documents may be required by Karshare before such a refund is granted to Renters.
- 16.7 If a Owner / Volunteer Owner or Renter / Volunteer Driver wishes to amend a Booking, they must agree the amendment with the other party; the Owner / Volunteer Owner (for Home Locations) and Karshare (for Airport Locations). The party requesting the amendment may be liable to an

Administration Charge, and additional insurance charges and Rental / Usage Price may apply in the case of extensions.

- 16.8 Each Member accepts that Karshare's obligation to pay any Cancellation Charges, or other charges in respect of cancellation, is conditional upon successful receipt of the associated payments from the other relevant Member.

17 TERMINATION AND EFFECTS

- 17.1 Subject to clause 17.2, a Member may cancel their membership by notice in writing to Karshare at any time.
- 17.2 Any cancellation pursuant to clause 17.1 will not affect any Booking Confirmation already issued at the time of the cancellation and cancellation of the membership shall therefore be deemed to be a cancellation of the Booking by the Member, and clause 16 shall apply.
- 17.3 Karshare may suspend or terminate a Member's membership and/or access to the Site at any time where the Member is in breach of these Terms.
- 17.4 Termination of membership will not affect the right of Karshare to recover from a Member any money or goods owed pursuant to these Terms. Where a Member cancels their membership, Karshare will not be obliged to delete or return to the Member any content they have posted to the Site, including any reviews or feedback.

18 LIMITATION OF LIABILITY

- 18.1 These Terms do not exclude or limit our liability (if any) for:
- 18.1.1 death or personal injury caused by Company's negligence;
- 18.1.2 fraud;
- 18.1.3 fraudulent misrepresentation; or
- 18.1.4 any matter which it would be illegal for us to exclude or attempt to exclude.
- 18.2 We are only liable to you for losses which you suffer as a direct result of our breach of these Terms and which are reasonably foreseeable. We are not liable for any other losses including but not limited to loss of profits, contracts, goodwill or opportunity.

19 DISCLAIMERS

- 19.1 Other than as set out in these Terms the Site is provided on an "as is" and "as available" basis. We make no representations or warranties of any kind, express or implied, as to the operation of the Site or the Services or any information, content, materials or products included or referenced on the Site.
- 19.2 We do our best to ensure that the information accessed through the Site is accurate and up to date but cannot guarantee that this will always be the case.
- 19.3 We aim to make the Site available to you all the time but sometimes it may be unavailable due to maintenance or to factors outside of our control, such as the internet.
- 19.4 We follow industry standards and processes to prevent against the introduction of viruses, malware and malicious attacks that may harm the Site or the device that you use to access the Site, but we cannot guarantee that the application will be totally free from viruses and malware.

- 19.5 We do not guarantee that the Site will be compatible with all hardware and software that you may use.
- 19.6 The Site may contain links to third party websites or programs that are not controlled by us including the Partner Sites. We are not responsible for the content, terms and conditions, offers or privacy policies of such sites and programs. Your dealings with third party sites including the Partner Sites are solely between you and the applicable third party and you should read their terms and conditions and policies before using them.
- 19.7 As the Booking is between the Owner / Volunteer Owner and the Renter / Volunteer Driver, Karshare shall not itself be liable nor vicariously for any failure of a Member to perform their obligations in relation to any Booking.
- 19.8 Karshare will not be liable in respect of any damage to or theft or breakdown of any Vehicle, or any related costs, including but not limited to loss of income or loss of use, and whether directly or indirectly incurred by a Member or any other party.

20 ALTERNATIVE DISPUTE RESOLUTION

- 20.1 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to European Car Rental Conciliation Service via their website at <http://www.ecrcs.eu>. European Car Rental Conciliation Service will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

21 GOVERNING LAW

- 21.1 These Terms shall be governed by and construed in accordance with English law and each party agrees to submit any dispute in relation to these Terms (whether contractual or non-contractual) to the exclusive jurisdiction of the courts of England.

22 GENERAL

- 22.1 Any notice or other communication given to Karshare in connection with these Terms should be sent preferably by email to help@karshare.com or by post to Karshare, 1st Floor, 1 Hotspur Lane, Wooburn Green, High Wycombe, Buckinghamshire HP10 0AA.

SCHEDULE OF CHARGES

The vast majority of Bookings are completed without a hitch, but occasionally things happen and in these instances, we need to apply a charge to help cover some of the costs that may be incurred by the Owner / Volunteer Owner, the Renter / Volunteer Driver, or Karshare.

Charge	Karshare Admin	Owner / Volunteer Owner Inconvenience	Variable Element
<p>CLEANING:</p> <p>You are expected to return the vehicle in the same clean condition that you picked it up. If you return the vehicle dirty then a cleaning charge can be applied.</p>	£10	£10	<p>The charge will be related the condition the vehicle was returned in:</p> <p>Good condition: No charge</p> <ul style="list-style-type: none"> • Vehicle has minor dirt on the exterior (light dirt caused by daily driving) • Minor dirt in the interior (small number of crumbs, small marks that can easily be wiped away) <p>Moderate condition: £30 charge</p> <ul style="list-style-type: none"> • Vehicle has moderate dirt on exterior e.g. mud • Floor mats and upholstery require some cleaning and cannot simply be shaken out • Light stains or spillages <p>Poor condition: £100</p> <ul style="list-style-type: none"> • Major stains to upholstery • Requires steam cleaning <p>Pet hair / Smoking: £100</p> <ul style="list-style-type: none"> • Without the consent of the Vehicle Owner • Requires steam cleaning/ Requires scent removal

REFUELLING CHARGE: Car returned with not enough fuel in tank	£10	£10	Cost of fuel	
LOST KEYS: Car keys not returned/lost	£10	£25	Cost of replacement	
FINES/TICKETS: Fees for processing Volunteer Driver/Driver penalty/fines	£10	-	Cost of fine paid by Renter / /Driver	
OVERDUE FEE: Late return of car (without prior Owner permission)	£10	£25	£25 per hour late	
CONDITION REPORT CHARGE: In the case of a claim or call out initiated with the Insurer or Breakdown Provider, an Owner / Volunteer Owner, Renter of Volunteer Driver are liable to a Condition Report Charge of £250 if found to have been in breach of these Terms with respect to the reporting of the Vehicle's condition.	£250	-	-	
Excess Mileage Fee	£10	£0.30p per excess mile driven		
CANCELLATIONS by the Renter	>48 hours	24-48hrs	less than 24 hours	No show
	No charge	<ul style="list-style-type: none"> • Either of • 1 day's rental • or full value if your booking is for less than a day 	100% rental	100% rental

Grace period	Once a rental booking has been made and it is to start in more than 48 hours, you have 24 hours in which to cancel without charge	Any booking made that is to start in less than 48 hours, you have 6 hours in which to cancel without charge		
CANCELLATIONS by the Owner	<24 hours	• 24-48hrs	>48 hours	
	£50	£25* *Karshare will waive this fee if a renter makes another rental booking with the same host within a 24-hour period	No charge	

A 'no show' occurs if the Renter / Volunteer Driver or Owner / Volunteer Owner is later than the following 'pick up grace period'.

If you are running late we please call the Karshare support team on 44 (0) 208 051 4920 at the earliest opportunity, if you are exchanging keys face to face. This will minimise any inconvenience caused, and it may be possible to extend the grace period.

Home Location:

Rental Period duration	Pick-up / Drop-off Grace Period
Less than 4 hours	30 minutes
More than 4 hours	30 minutes

Airport Location:

Rental Period duration	Pick-up / Drop-off Grace Period (excluding flight delays)
5+ days	2 hours