

# Carsharing Handbook for Members



## Welcome to Modos!

Modo is your local member-owned carsharing co-op, driven by people, not profits. This Handbook supports important documents that apply to every Member including:

- Your Membership Agreement, which includes an agreement to abide by this handbook
- The operator's manual found in each Vehicle
- Price List
- Fines and Fees List

## Definitions

**Agents:** the team at Modos dedicated to responding to your queries, by telephone, email and face-to-face

**Emergency Driver:** another driver authorized by Modos to drive a Vehicle in an emergency

**Engage:** the Modos application used by Members to manage their relationship with Modos, including for making bookings

**Fines and Fees List:** the most recent fines and fees list posted on Modos's website including any amendments to it

**Member:** Individual members, including Modos Plus, Monthly, Partnership, Roaming, Green and drivers on Business Accounts

**Price List:** the most recent price list posted on Modos's website including any amendments to it

**Vehicle:** a vehicle owned or leased by Modos and any equipment in the Vehicle

**We/Us:** Modos Co-operative

**You/Your:** you, the Modos member

## **ELIGIBILITY TO DRIVE A MODO VEHICLE**

To drive a Vehicle you must,

1. Be a Modo member in good standing;
2. Meet Modo's Driving Standard which includes:
  - Be 19+ years of age or, if younger than 19, be a Green Member linked to a Member-Owner (Principal Member) that is 25+ years of age and has a valid Class 1, 2, 3, 4 or 5 BC driver's licence;
  - Have an N licence or better or the equivalent from another jurisdiction (must be permitted to drive alone in the car), or have an L licence and be a Green Member linked to a Member-Owner (Principal Member) that is 25+ years of age and has a valid ICBC-issued Class 1, 2, 3, 4 or 5 driver's licence;
  - No at-fault accidents within the past two years at the time of joining;
  - No more than one at-fault accident within the past two years after joining;
  - No licence suspensions within the past two years; and
  - No more than two traffic violations in the past two years.

(The last two years means the most recent 24 months, up to today's date.)

## **USING A MODO VEHICLE**

### **1. Booking a Vehicle**

To use a Vehicle, book it up to one year in advance using Modo's app or online booking system, Engage, using a desktop computer or mobile device. Members can also call an Agent for booking assistance.

The minimum booking time is 30 minutes and bookings can be extended in 15-minute increments, subject to availability. Members can book online for a maximum duration of 10 days. If you would like to make a booking for more than 10 days, please contact an Agent for assistance.

Modo has two Return Options. Choose Set Return if you know your end time. Choose Open Return when you don't. Open Return allows you to end your booking any time and pay only for the time you use. Maximum booking duration for this option is 24 hours and the minimum is 30 minutes. An Open Return fee of \$3 applies.

### **2. Fobs and Access to Vehicles**

With the exception of Green Members with a learner's "L" licence, each member gets a fob, giving you access to Vehicles. Your fob is used to unlock and lock the Vehicle at the beginning, throughout and at the end of your booking. When used to lock the Vehicle it also disables the engine so that it cannot be started with the key and stolen.

Never manually lock the Vehicle and never remove the ignition key from its tether or from the Vehicle. Always check the door handles to make sure doors are locked after you fob out.

The fob remains the property of Modo, and you are liable for any loss, deterioration or misuse of the fob. If you lose your fob, call Modo immediately to report the loss.

Fobs are personal and cannot be transferred between members or to any third party. When authorized on another member's booking, you must use your personal fob when accessing or driving the vehicle. You are liable for any damage or costs that results from disregarding this rule.

### **3. Vehicle Check Before You Drive**

Members are required to perform a pre- and post-trip walk-around inspection to ensure the Vehicle is in good condition.

If you spot any visible defects (e.g. dents, scratches, other damage) larger than a fob and not already marked with a sticker, or if any service icon appears on the Vehicle's dashboard, let us know right away—send a description and photo using our app or by email or call us—before you drive. If you don't tell us before you drive, you may be liable for the damage. You must speak to a Modo agent before driving a Vehicle that has a service light on or any operational deficiencies. Check to ensure the Vehicle insurance and registration is in the glovebox. Do not drive the Vehicle if the current insurance and/or registration are missing. Contact an Agent to arrange for use of an alternate Vehicle.

#### **4. Booked Vehicle Unavailable**

If the Vehicle you booked is not in its regular parking spot at the beginning of your booking period, call us right away.

You can either cancel the reservation without charge or change to another Modo Vehicle with assistance from an Agent. If no other Vehicles are available and nearby, an Agent will work with you to find a solution.

#### **5. Cancellations and No Shows**

To cancel all or part of a booking without charge, you must do so at least 12 hours before the start of your booking. If you cancel all or part of the booking less than 12 hours before it begins, you'll be charged 50% of the cost of your unused booking for up to the next 12 hours. If you cancel a booking after it begins, you will be charged 100% up to the time of cancellation and 50% for up to the next 12 hours.

If the Vehicle is booked by another member during the charged time, you will not be charged for those hours. If you do not cancel the booking, you will be charged 100% for the full booking period.

#### **6. Poor Weather Conditions**

In the event of poor weather conditions, Modo will make its best efforts to ensure that members can access and use Vehicles. If members cannot access booked Vehicles or prefer not to drive in adverse conditions, Modo will waive cancellation charges if you inform us in advance of the booking start time. Modo will not provide any other type of reimbursement.

#### **7. Refueling**

Always ensure that the fuel tank is sufficiently full for the next user at the end of your booking. You are required to return the car with a minimum fuel level of ¼ tank. Failing to do so will result in a fine. Buy gas with the fuel card in the key pouch of every Vehicle. Pay at the pump only, choosing a pre-set amount if possible (e.g. \$40 or \$60). If the fuel card doesn't work, please call Modo to have the card reset and/or receive instructions on how to use the card. Please make sure you leave the fuel card in the Vehicle at the end of a booking.

Never use diesel fuel as it will cause damage to the engine and you will be responsible for the full cost of repair.

If for some reason the fuel card still doesn't work, buy gas with your own form of payment. Submit the receipt and we'll credit your account. In the case of a business account, we'll credit the business account – so where applicable, submit the receipt to your employer for reimbursement. To submit a fuel purchase receipt, please write your member number on the final receipt and email a photo of the receipt to [info@modo.coop](mailto:info@modo.coop) or send it to us using the Modo app. Some gas stations provide two different receipts; one before you begin to refuel (the "pre-authorization receipt") and one after you have finished refueling ("the final receipt").

Please make sure the receipt clearly shows the fuel station name, day, time and card number. You can mail it or drop it off at the Modo office if it's more convenient.

#### **8. Maintenance and Emergency Repairs**

Modo vehicles are maintained in accordance with their manufacturer's specified maintenance schedule and receive comprehensive inspections at every scheduled service.

In the event that you uncover a problem with the Vehicle before or during your booking, contact Modo by telephone immediately. Remember that you must speak to a Modo agent before driving a Vehicle that has a service light on or any operational deficiencies. Please note, all repairs to Vehicles must be authorized by Modo staff.

## 9. Returning the Vehicle

At the end of every booking, you must return your Vehicle to its home location.

It's your responsibility to ensure that:

- the Vehicle is returned on time
- the Vehicle is in its home location (if unavailable, park the Vehicle in an unrestricted spot as close to the home location as possible and call us immediately)
- the Vehicle is properly secured (fobbed out)
- interior and exterior are tidy, and emptied of your personal belongings
- the gas tank is at least ¼ full
- for electric Vehicles, the range is not less than 30 km\* and the vehicle is plugged in
- the key and fuel card are in their pouch
- ensure that all rear folding seats are in their upright position and they are locked in place at the end of your booking you check that all doors (including back hatch) are locked
- you complete a post-trip walk-around inspection and report any new damage that occurred

*\* If the EV range is less than 30 km upon return, call Modo so we can book the car off for some undisturbed charging time.*

Bookings may be extended before the original booking ends, subject to availability, through our app, mobile site, web site or by calling an Agent.

Time charges will be reduced when you use our app, mobile site, web site or call an Agent to end a booking early for a Vehicle returned 15 minutes or more before the end of your scheduled booking time.

If you fail to return the Vehicle within two hours of your scheduled return time and we cannot reach you, the Vehicle may be reported to the police as missing.

## 10. Emergency Driver

In case of an emergency, Modo staff may authorize a member to allow another person to drive a Vehicle. The Emergency Driver must:

- Have a valid driver's licence.
- Not be under the influence of any intoxicating substance.
- Have explicit permission from Modo staff.

You are liable for any fees, costs or damages arising from that person's use of the Vehicle.

## 11. Drive Safely

You are expected to be aware of and adhere to all vehicle operation and road safety rules of the jurisdiction in which the Vehicle is being used. That includes, but is not limited to:

- Not allowing yourself to be distracted while driving, including using a handheld electronic device. You may connect an electronic device to the Vehicle using an available Bluetooth connection and use the device in a hands-free manner except where otherwise prohibited (e.g. L and N drivers in BC).

- Ensuring that you and all passengers wear seat belts. Use child seats legally and appropriately for the age and size of each child.
- Not speeding
- Not driving under the influence of any intoxicating substance

Furthermore, Vehicles must not be used for:

- Any stunt driving, timed event, race or competition
- Any illegal purpose
- Traveling on back country or forest service roads or any road or off-roads that are not generally used by regular passenger vehicles
- Transport or storage of explosives and flammables

Vehicles must not be used while the driver is under the influence of any intoxicating substance and passengers in Vehicles must also not consume or otherwise use any intoxicating substances in the Vehicle.

## **12. Keep the Vehicle Clean**

While we do clean Vehicles on a routine schedule, please make an extra effort to leave the Vehicle clean for the next Member. You will receive 1 free hour of driving and Modo will reimburse you up to \$20 for a car wash and vacuum.

If you find a Vehicle is dirty at the start of your booking, please report it immediately using our app or by email to [info@modo.coop](mailto:info@modo.coop). Please include the date and time of your booking along with a description of the mess and any supporting photos.

If you leave the Vehicle dirty, you may be asked to clean the Vehicle, be charged a cleaning fee and/or your carsharing privileges may be suspended.

## **13. Installation of Third-Party Equipment**

With the exception of baby seats or child seats, you must call and speak to Modo staff before you install any third-party equipment on Vehicles. Trailers hitches or other tow-enabling devices and tire chains are never allowed on any Vehicle.

You are liable if the rack or any gear on the rack damage the Vehicle and for any harm caused by the poor or inadequate installation of baby and child seats.

## **14. Smoking in and Around the Vehicle**

A Member and/or their passenger(s) are prohibited from smoking or vaping any substance in a Modo vehicle in any circumstances.

## **15. Animals in the Vehicle**

Animals are allowed in all Modo Vehicles, except Allergen-Free Vehicles, and, with the exception of service dogs, must be inside a secured pet carrier for the entire trip. Members are responsible for cleaning any pet hair or other messes.

Animals are never allowed in designated Allergen-Free Vehicles.

## **16. Left a personal item in the Vehicle or found someone else's belongings?**

If you realize after the booking has ended that you left something in the vehicle, make a no-charge 30 minute booking up to 15 minutes in advance and retrieve your goods. Just be certain not to drive the vehicle. If you do, it will be treated like a regular booking and you will incur a usage fee.

If you find someone else's belongings in the vehicle, let us know and leave them there. The owner will be able to collect them when your booking is completed.

## **17. Ride-hailing**

Ride-hailing, also known as Transportation Network Services, are defined as services respecting the connection of drivers of passenger directed vehicles with passengers who hail and pay for the services through the use of an online platform. Modo Vehicles may not be used to provide ride-hailing services.

## **VEHICLE ACCIDENTS, DAMAGE AND DRIVING-RELATED INCIDENTS**

### **1. Insurance**

Modo's fleet is insured up to \$5 million under a Third-Party Liability policy from ICBC. Every Modo driver gets collision coverage with each booking, subject to a damage fee. If you are involved in an accident and a claim is made against you or Modo, the claim will be settled at the discretion of Modo or our insurer. ICBC determines who is at-fault for accidents that involve another vehicle. For accidents that do not involve another vehicle, Modo will determine, in its sole discretion and based on available evidence, who is at fault or responsible.

Members who have been in an accident with a cost to Modo that exceeds \$1,000 will be required to put down a damage deposit to continue driving.

### **2. Damage Fees & Damage Deposits**

For a list damage fees and the damage deposits, please refer to the Fines and Fees posted on Modo's website.

### **3. Reporting and Responsibility for Costs**

You are responsible for ensuring reports of new damage found during your pre-trip inspections are submitted to us at the start of your booking and before you begin driving. If you miss doing an inspection, submitting a report or a report is submitted after you've started driving, you may be held liable for any new damage the next member reports.

You must immediately report any damage that occurs to a Vehicle you are using. It is your responsibility to secure evidence from available witnesses and to give Modo a written description of the accident and the damage. After an accident, you can only continue your trip if you have explicit permission from Modo.

You will be fully responsible for the cost of any third-party claims in the event that Modo's third party insurance coverage is invalidated due to your actions or misbehaviour.

For damage that occurs during your booking, you are liable, up to the value of the Damage Fee, for the related costs to Modo, including the costs of temporarily replacing a Vehicle during repairs.

Your responsibility for the costs related to a damage incident is not limited to the Damage Fee and you will be responsible for the full costs if:

- The driver fails to notify Modo of an accident or damage that occurs during their booking;
- The Vehicle is damaged through improper use, for example, by moving cargo in and out of an undersized Vehicle or by an animal in the vehicle;
- The Vehicle was used on a back country or forest service road, or any road or off-road area not generally used by regular passenger vehicles;
- The Vehicle was driven by an unauthorized driver;
- The Vehicle was left unsecured;
- The Vehicle was used in the committing of a crime;
- The Vehicle was used to transport explosives and/or flammables;

- The Vehicle was being used in stunt driving, a timed event, a race or a competition;
- The Vehicle was used to provide ride-hailing services that include the connection of drivers of passenger directed vehicles with passengers who hail and pay for the services through the use of an online platform;
- The driver of the Vehicle was intoxicated;
- The driver was speeding;
- The driver was charged with a vehicle-related offense under the Motor Vehicle Act or Criminal Code;
- Unsuitable fluids were introduced into the Vehicle, such as diesel fuel into a gasoline powered vehicle;
- The Vehicle was otherwise misused, or the driver's behaviour was inappropriate in Modo's sole determination.

To mitigate the cost of Damage Fees, qualifying Members can:

- Pay their Modo invoices with a credit card offering Collision Loss Damage Insurance (CLDI). Check with your credit card company to see if you qualify, then indicate on your Modo account online that you are using your credit card's CLDI coverage by setting up the card for automatic payments and enabling the CLDI option. By doing so, you will be declining the damage coverage provided by Modo (and the related need to pay a damage fee) and indicating your preferred coverage option as CLDI for future bookings. CLDI does not cover trucks, cargo vans or certain specialty vehicles.
- Join the Modo Damage Pool. Your Damage Fee, where applicable, will be paid from the Damage Pool. You will be billed annually on the date you enrolled. If a Damage Fee is paid for you out of the Damage Pool, your Damage Pool coverage expires and you must apply to re-enter the Damage Pool. The Damage Pool does cover trucks, cargo vans and specialty vehicles. Green Members, members using a Member Eligibility Declaration form to demonstrate eligibility, and members that are required to put down a damage deposit to continue driving are not eligible to join the Damage Pool. The Damage Pool is non-refundable once it is added to the account and covers enrolled members in any booking.

#### **4. Tickets, Liens and Impoundment**

Members are responsible for all costs incurred due to driving or parking tickets and Vehicle impoundments including towing, staff time, loss of Vehicle use time and any other costs incurred for the return of the Vehicle.

If, without Modo's approval, you allow a lien to be placed on a Vehicle or allow the Vehicle to be impounded, you are responsible for all costs, court and legal fees and service charges.

## **MANAGING YOUR ACCOUNT**

### **1. Maintaining your Email Address**

At Modo, we use email to communicate with our Members for things like Booking confirmations, booking changes, invoicing and other notifications. Therefore, you are required to maintain an active and *valid email* address to receive these communications which Modo assumes to be received and read.

### **2. Charges for Bookings**

When you book and use a Vehicle, you will be charged:

- the full rate for each 15-minute block the vehicle is booked
- a per kilometre fee, subject to the booking duration and membership type
- Any other amounts as set out in the Price List and Fines and Fees List

If you incur any additional charges, they will show up on your next invoice.

### **3. Payments and Spending Cap**

You can pay your invoice via credit card, using bill payment via online banking (use the account number on your invoice) or you can come into a Modo office to pay by debit card, credit card or cash.

Members must pay their invoice by the invoice due date. Standard payment terms for Modo Plus Members are 21 days. Monthly Members are on our Pay-As-You-Drive plan; charges are applied to Members' credit cards in 2 to 4 days after the end of bookings.

Modo Plus accounts with an amount outstanding of \$10.00 or more will be charged a 1.25% monthly interest rate on the full amount overdue. Monthly accounts with an amount outstanding of \$2.00 or more will be charged a 1.25% monthly interest rate on the full amount overdue.

Spending caps apply to all accounts. A spending cap is defined as the maximum dollar value of Modo services that a Member can use before payment is required. Bookings that exceed the spending cap must be prepaid without exception.

## **BEHAVIOUR INCONSISTENT WITH MODO'S TERMS AND CONDITIONS**

### **1. Fines and Fees for Violations**

If you violate any term or condition of this Handbook and/or of your Membership Agreement, you are subject to any applicable fees, as posted on Modo's web site. You may also be subject to suspension of your carsharing privileges and termination of your membership.

### **2. Suspension of Carsharing Privileges**

Modo may suspend your driving privileges with or without notice if you have engaged in conduct actually or potentially detrimental to Modo, have not paid money due to Modo within a reasonable period of time, or have breached a material condition of membership.

You will have an opportunity to dispute any suspension of driving privileges in writing to Modo management staff. You will have 15 days from the notice of suspension to register a dispute.

At the end of any suspension period greater than 30 days, Members are required to demonstrate eligibility once again, including submitting ICBC documents. Driving privileges will be reinstated only after eligibility has been confirmed.

### **3. Termination of Membership**

You may terminate your membership at any time by doing so online or, if that is not possible, by giving notice in writing to Modo. Where applicable, shares will be refunded within 90 days.

Modo may terminate your membership if you have engaged in conduct detrimental to Modo or have not paid money due to Modo within a reasonable period of time, or have breached a material condition of membership.

Termination of the membership of a Member-Owner (Modo Plus member) will be done in accordance with the BC Co-op Act. and the Rules of Modo Co-operative.

When a membership is terminated, all rights and privileges attached to membership cease except the right

to require Modo to redeem shares, where applicable.

Termination of membership does not release you from the obligation to surrender all property of Modo held by you, or from any debt owed to Modo.

You will have an opportunity to dispute any account termination in writing to Modo management staff. You will have 15 days from the notice of termination to dispute the membership termination.

## **OTHER**

### **1. Privacy**

Modo does not share Member information with other organizations except upon your request or as required or permitted by law. Modo makes every reasonable effort to comply with Canada's Anti-Spam Law (CASL). Modo's detailed privacy policy is available at [www.modocoop.com](http://www.modocoop.com).

### **2. Respectful workplace**

Discrimination, harassment or bullying by Members of Modo employees in any form, whether verbal, non-verbal, physical or psychological, will not be tolerated. This policy applies to behaviour on company premises and during work-related phone, electronic and other communications.

### **3. Amendments to the Handbook**

Modo reserves the right to amend this Handbook at any time. We'll notify Members of any significant change within seven (7) days.

### **4. Severability**

If any part of this Handbook is deemed invalid or unenforceable by a competent authority, the validity and enforceability of the remainder of the provisions of this Handbook shall remain.

### **5. Notice**

When applicable, we'll send any notice of service changes and/or updates to the email address we have in our records. If your email address changes, you must update it in Engage or notify Modo in writing (email is acceptable).

If you do not have an email address, you must provide Modo with your current mailing address and ensure it is kept up-to-date.