

RICHARD WELESLEY MEMORIAL TRANSPORT TERMS AND CONDITIONS OF VEHICLE HIRE

Introduction

This note sets out the procedures, terms and conditions for borrowing the RWMT minibus. The RWMT minibus is only available to non-profit making groups of people and voluntary organisations in and around the Buckland area.

The minibus is operated under the Community Bus Permit legislation. We must ensure that we adhere to the terms of the permit.

Our New for 2019 minibus is a special D licence exempt "lightweight" minibus, and can be driven by a holder of a normal car licence, as long as it is not driven for hire or reward.

Drivers must be 25 or over and have held a FULL UK driving licence for at least 1 year.
(This is a condition of our insurance and is not negotiable)

Conditions which may prevent a driver from booking our Mini Bus;

- You are 80 or more years old.
 - Have had any accidents, losses or damages in respect of any vehicle within the last 5 years.
 - Have had any motoring convictions within the last 5 years. (If you have had convictions, please send us details)
 - Does not hold a full UK driving licence.
 - Has less than 12 months driving experience.
1. All private bookings must be made in compliance with our objectives. Specifically, we are not allowed to hire our bus in direct competition with commercial enterprises. Private bookings must be in support of local community activities, and cannot be for commercial gain.
 2. It is the responsibility of the person or group making the booking that they clearly indicate the name of the group and the nominated driver for the booking. The person/group requesting the booking is responsible for payment of any booking in their name.
 3. All accounts must be paid promptly. Invoices must be paid within 30 days of being sent out. The committee reserves the right to refuse bookings from groups whose account is overdue.
 4. Drivers and passengers are not allowed to smoke in the minibus. The committee reserves the right to refuse bookings from Members who ignore this regulation and will levy a charge of £35 for clearing up debris caused by smoking.
 5. The minibus must be returned in a clean and tidy condition. All rubbish must be removed from the vehicle at the end of the booked period. Failure to do so may result in a £35 surcharge being added to the invoice.

6. The committee reserves the right to ban any driver or group from future bookings, should the person/group allow an unlisted driver to drive the minibus. The bus should only be driven by the driver(s) nominated in the booking. In such circumstances the drivers may be liable to prosecution.
7. The committee reserves the right to refuse future bookings to persons or groups if they have any grounds for believing that they knowingly failed to report any damage to the vehicle or any involvement in an accident whilst the vehicle was in their care.
8. Should a group fail to turn up for a booking, or give less than 24 hours' notice of the cancellation without reasonable cause, the Committee reserves the right to levy a charge of £30.
9. Should a group or individual persistently cancel their day bookings, the Committee reserves the right to levy a charge of £30 per day for each day cancelled, regardless of the length of notice given for the cancellation.
10. The Committee reserves the right to reject, cancel or vary any booking if the purpose for which the vehicle is to be used is inconsistent with the aims, objectives or rules of the RWMT.
11. In the event of cancellation or change to a booking by RWMT, no liability can be accepted for any loss, financial or otherwise, arising from our failure to provide a vehicle, and RWMT cannot be held responsible for breach of contract in such circumstances.
12. Drivers must notify RWMT of any changes in the circumstances relating to their driving licence (including changes in health and driving endorsements) which occur after they have registered/booked.
13. Should a driver provide false or inaccurate information at the time of registering with RWMT, or fail to notify RWMT of changes to their circumstances, and insurance cover is consequently invalidated, the Committee reserves the right to take legal action against the relevant parties.
14. Any prosecution of the driver, or the imposition of fines for illegal parking, will be the responsibility of the driver nominated on the booking. The Committee reserves the right to pay any fines and then recover the amount retrospectively.
15. Drivers must not drive whilst under the influence of drugs or alcohol.
16. Drivers must not indulge in dangerous driving, or abuse the vehicle
17. Drivers must inspect the vehicle before and after each booking and note down any damage or fault on the log sheet. Any accident or damage to the vehicle must be notified to the RWMT as soon as possible. The booking party is responsible for the first £300 of any damage done to the vehicle during the booked period.
18. **CCTV.** The new 2019 bus is CCTV equipped (internally and externally), and footage might be used in the event of damage to the bus, to ascertain the responsible party.
19. **Vehicle Tracker.** The vehicle has a tracker fitted which reports the vehicle location and also highlights aggressive driving (harsh acceleration or braking). You should always be a careful and courteous driver.
20. The driver nominated on the booking is responsible for maintaining correct oil and water levels and correct tyre pressures during the period of the hire. Please observe any dashboard warning lights.
21. The booking party may be liable for the cost of replacing a tyre if it is damaged beyond repair due to kerbing or being driven whilst it is flat or punctured. The 2019 bus has a tyre pressure monitoring system fitted. Please observe any warnings given.
22. In the event that the vehicle requires any repairs, or needs to be refuelled whilst on a private booking, all invoices for fuel, oil or minor repairs incurred must be returned

with the log sheet so that costs may be deducted from the final invoice. Failure to do so will result in these costs not being deducted from the invoice.

23. **Fuel Card.** The key has a fuel card attached to it, so in the event that the bus requires fuel, please use this card, and retain the receipt. Place it in the cash box or the drivers log folder in the bus.
24. The minibus has a **diesel engine**. Any engine damage resulting from the wrong type of fuel being used while will be the responsibility of the booking party, and they will be liable for the repair costs.
25. The minibus must be returned no later than the agreed time on the booking. Should an unauthorised late return of the vehicle result in another group being unable to use the vehicle at the time they booked, any financial liability may be passed on to the first group. Wilfully keeping the vehicle beyond the booked time can be construed as taking the vehicle without the owner's consent. In such cases RWMT reserves the right to take any appropriate action to recover the vehicle. The Committee reserves the right to refuse bookings from groups who are persistently late in returning vehicles.
26. Every effort will be made to ensure the maximum availability of the minibus, consistent with safety. However the RWMT Group is a non-profit making organisation and cannot accept any responsibility (financial or otherwise) for unavailability or failure of the minibus before or during any private booking.