



MINIBUS TERMS AND CONDITIONS OF HIRE

- The Customer is the Registered 'User Group'.
 - The Supplier is the 'R J Weston Duffield Charity (CIO)'.
 - The vehicle is a 17 seat (Driver + 16 passengers), Mercedes Sprinter minibus, **Registration Number YJ07 YJP**.
1. The R J Weston Duffield Charity minibus is available to a User Group following registration with the charity and is offered to community groups, faith groups, sports and social clubs, schools and colleges, youth groups, charities, other voluntary sector organisations, and for non-profit individual private hire.
 2. A '**User Group Registration Form**' will be sent out on request, along with a copy of the Suppliers' **Terms & Conditions**, **Hire Rates** and a **Driver Registration Form**.
 - a) All documents are available on the R J Weston Duffield Charity website.
 - b) To hire the minibus, all User Groups must register with the charity for insurance purposes and pay a one-off fee of £20.
 3. All User Group hirers must register all their drivers for insurance purposes.
 - a) The Driver Registration Form – one form for each driver must be completed before the minibus can be taken by the User Group.
 - b) All drivers, for insurance purposes, must be aged over 25 years of age, and no older than 75 years of age, at the time of hire.
 - c) Any registered driver over the age of 75 years old, must submit a Grade 2 Medical Test to the Supplier.
 4. Once registered, a User Group may request a booking to hire the minibus on the 'SuperSaas' booking website – via the Weston Centre website:
www.westoncentre.org.uk/minibus/booking.html
Bookings will be confirmed once the diary has been checked.
 5. **Payment and Fees**
 - a) Private Individuals and Groups (non-profit), including sports and social clubs, youth groups and clubs, must pay a £250 deposit, fully refundable, provided the vehicle is returned clean, with no damage, and a full tank of fuel.
 - b) For all users a fee of £50 will be charged if the vehicle is returned in a dirty condition.
 - c) A £250 excess applies to any accident or windscreen breakages regardless of fault.
 - d) Payment of hire must be received from the User Group in full at least fourteen (14) days in advance of the hire date. If payment is not received, the Supplier reserves the right not to provide the vehicle and treat the booking as cancelled. See item 15 for cancellation charges.
 6. The User Group agrees that the vehicle will not be taken outside mainland England, Scotland and Wales, and is deemed to accept the following conditions.

7. The Supplier has no liability whatsoever for property carried, or left, in the vehicle, including property left in the vehicle on return to the Supplier.
8. The hirer acts on behalf of all the passengers and is responsible for the actions and decisions of all passengers, including any additional costs incurred during the hired period.
 - a) No food and drink, except water, may be consumed on the minibus.
 - b) Where the hire is to a sporting event, the hirer must comply with the legal requirements relating to alcohol contained in the Sporting Events (Control of Alcohol) Act 1985, (as amended), and the conditions of entry to any racecourse as laid down by the Race Course Association Ltd.
 - c) The driver(s) are responsible for the safety of the vehicle at all times and, as such, should remove any passenger whose behaviour prejudices safety, or is in breach of the Public Service Vehicle (Conduct of Drivers, Inspectors, Passengers) Regulations 1990.
9. The vehicle MUST NOT be used for the following:
 - a) For carrying goods for hire or reward, racing, pace-making, reliability trial, speed testing, to propel or tow any other vehicle, or any trailer.
 - b) For any unlawful purpose.
 - c) For carrying more than 16 passengers.
 - d) By any person not licensed, or registered with the Supplier, to drive the vehicle, or any person under the influence of alcohol, or drugs.
 - e) No animals, other than assistance dogs notified to the charity in advance, may be carried on the minibus, without written agreement.
10. The vehicle is comprehensively insured by the RJ Weston Duffield Charity.
 - a) A £250 excess applies to any accident or windscreen breakages.
 - b) The User Group is responsible for reimbursing the Supplier with the £250 excess, regardless of fault.
 - c) If the Supplier is subsequently able to reclaim the excess from a third-party, the £250 will be reimbursed to the User Group, on receipt.
11. The User Group is liable to pay for any loss that the Supplier may sustain as a result of willful action of the User Group, or any other loss that may arise for whatever reason during the hire period, that is not covered by comprehensive insurance.
12. The User Group agrees to return the vehicle on request by the Supplier. If the User Group fails to respond to a reasonable request for the return of the vehicle, then the Supplier is entitled to repossess the vehicle.
13. The User Group is liable for any road offence which is notified regarding an offence during the hire period. This shall be both fines and penalty points awarded. The User Group is further liable for any parking fines and penalty charges, whether these have been imposed

by a person, local authority, or as a result of unauthorised parking on private land. The User Group also agrees to be liable to the Supplier for any charges relating to Road and Bridge Tolls, or the London Congestion Charging Scheme, which are advertised at www.tfl.gov.uk/roadusers

14. The User Group agrees:

- a) to carry out a Driver/Daily Vehicle Defect Report, e.g. fluid levels, tyre pressures, etc., prior to driving the minibus. Note: Vehicle Defect Report sheets are provided on board the vehicle.
- b) to inform the Supplier immediately where any damage is sustained to the vehicle, or if the vehicle develops any faults, so that the Supplier is given the opportunity to effect repairs.
- c) to secure the vehicle when unattended and take reasonable steps to avoid potential losses.
- d) that the minibus will have a full tank of fuel (diesel) prior to hire, and all User Groups must return the minibus with a full tank of fuel. Any replenishment will be charged at the local fuel rate or taken from the User Group's deposit.
- e) to return the vehicle. Drivers and User Groups must adhere to the agreed booking and return times to the vehicle garaging location in a clean and tidy condition, together with all the vehicle's fittings and accessories, and indemnify the Supplier for the cost of replacement of any missing items, for any cleaning costs.
A charge of £50 will be made if the vehicle is left in a dirty condition.
- f) it is a breach of this agreement for the User Group to fail to return the vehicle to the Supplier at the end of the hire period and rental charges will continue to be charged by the hour until the vehicle is returned.
- g) to safeguard the Supplier's interests in the event of any accident involving the vehicle, by obtaining the names and addresses of all relevant driver and witnesses, securing the vehicle safely, and notifying the police, if appropriate.
- h) that this agreement is not assignable.
- i) that this document, the Driver Registration Form and User Group Registration Form contain the entire understanding between the parties and that no addition, or alteration of the terms shall be valid unless made in writing and signed by the duly authorised Trustee of the Supplier.
- j) that he/she/it/they is/are not entering into this agreement on the basis of any warranty or representation by the Supplier.
- k) that the failure of the Supplier to enforce any term of this agreement shall not be construed as a waiver of its rights hereunder.
- l) that smoking is prohibited in the vehicle at all times.
- m) that the User Group's Driver is responsible to return the minibus key to the Weston Centre letterbox on return of the vehicle. If the keys are lost, whilst in the User Group's hire, the cost of replacement will be borne by the User Group.

15. Cancellation by the User Group or the Supplier

- a) If the User Group wishes to cancel their booking, it/you may do so, free of charge, up to seven (7) working days, in advance of the hire date.

- b) If the cancellation is between four (4) and seven (7) working days of the date of hire, the User Group will be subject to a charge of 50% of the total hire charge.
 - c) If the cancellation is between one (1) and four (4) working days of the date of hire, the User Group will be charged 75% of the hire charge.
 - d) If the cancellation is within twenty-four (24) hours, of the date of hire, the User Group will be charged 100% of the hire charge.
 - e) If in the event of an emergency, riot, civil disobedience, strike, lock-out, restraint of labour, or on the happenings of any event over which the Supplier has no control, including adverse weather conditions, road conditions, or vehicle breakdown, all monies will be returned without further or other liability and cancellation of the contract.
16. The Supplier may end this agreement immediately if the User Group is in breach of any provision of paragraph 3, or any other serious breach of this agreement. The Supplier retains any other rights and remedies provided by law. If the Supplier exercises its rights under this paragraph it shall have the power to repossess the vehicle and the User Group will have no right to compensation.
17. In the event that the User Group continues to operate the vehicle after the Supplier has terminated the agreement under paragraph 9, then the User Group acknowledges and agrees that the Supplier shall have the right to notify the police that the vehicle has been stolen.
18. The Supplier will take reasonable steps to ensure that the vehicle is kept in a roadworthy condition. In the event that the vehicle breaks down, the Supplier will endeavour to repair the vehicle, or if this is not possible, pay the costs of returning the vehicle and occupants to Duffield, by the most cost effective means available. If any mechanical failure, or structural damage occurs to the vehicle, it must not be moved until assessed by the AA Roadside Assistance, as this may cause further damage. Note: the vehicle insurance includes the AA Roadside Assistance which can be used if required. The Telephone Number for the AA Roadside Breakdown Assistance is shown on the Driver's Daily Defect Report Sheet. If this assistance is required, the Supplier must be informed immediately together with the circumstances and location of the minibus. The Supplier will not be responsible for any consequential loss, or additional expenses such as meals, or overnight accommodation.
19. The Supplier operates only one vehicle and, if for any unforeseen circumstances the minibus is not available such as servicing or repairs, the User Group will be informed immediately, and all deposits or pre-payments will be returned to the User Group immediately to their account.
20. In the event of a complaint about the Supplier's service, the User Group should endeavour to seek a solution from the Supplier by submitting, in writing, details of the complaint within

fourteen (14) days of the end of the hire date. The Supplier will acknowledge all complaints and will normally reply fully within twenty-eight (28) days of receipt of the complaint.

Appendix: Driver/Vehicle Requirements during the Covid-19 Virus

- a) During the Covid-19 pandemic, the driver and all passengers must comply with all UK Government or local council regulations and guidelines including, but not limited to, those relating to the wearing of a mask or visor.