



Community Action Dacorum Community Wheels Terms & Conditions of Vehicle Hire



GENERAL

All hirers of the Community Wheels minibus must agree to these terms and conditions of hire.

BOOKING

01. Bookings for vehicle hires are only accepted from groups who are registered members of CAD. It is the responsibility of the member, not CAD, to ensure that bookings made in the name of the group are made by authorised personnel (e.g. by using a Booking Form). The member group is responsible for the payment of any hire, accepted in good faith by CAD, booked in its name.
02. The minibus is not available for hire to individuals or commercial organisations.
03. CAD will endeavour to fulfil the booking but no responsibility can be accepted by CAD should the minibus not be available through circumstances beyond CAD control.
04. Community Wheels cannot guarantee to have available a particular vehicle of choice. We will however, try to meet the request of a Group and ensure that the vehicle hired meets their needs and travel to their first pick up is minimised.
05. If the need arises to offer a different vehicle for any reason the Group will be given as much notice as possible.
06. A group should give careful consideration to route planning when requesting a booking especially if it involves multiple pick-ups.
07. The itinerary for a trip may not be changed or added to unless a minimum of 7 days notice is given in advance of the hire.
08. CAD will not accept responsibility for any damage to or loss of property left in a vehicle. Any persons leaving property in a vehicle do so entirely at their own risk.
09. CAD reserves the right to refuse to hire its vehicle to any community group that, in the opinion of CAD, fails to take good care of the vehicle and/or otherwise fails to comply with the terms and conditions.
10. Any complaints are to be received in writing within 28 days of the hire date. Our response will be made within 7 days of receiving a complaint, in line with our Complaints procedure.

Cancellation:

11. Bookings may be cancelled up to 5 days before a hire date at no charge, less than 5 days at a charge of £15 and in the last 24 hours a minimum hire charge will be applied.
12. Should a group fail to turn up for a booked hire, or give little or no notice of cancelling their hire, CAD reserves the right to levy a charge for each day cancelled.

13. Should a group persistently cancel their bookings, Community Action Dacorum reserves the right to levy a charge for each day cancelled, regardless of the length of notice given for the cancellation.
14. CAD 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 CAD.
15. In the event of cancellation or change to a booking by CAD, no liability can be accepted for any loss, financial or otherwise, arising from our failure to provide a vehicle, and CAD cannot be held responsible for breach of contract in such circumstances.

PAYMENT

16. Hiring rates are published from time to time and when changes occur. Hirers should acquaint themselves with the current costing arrangements. Charges will be levied by invoice 2-3 weeks after the vehicle hire date, after confirmation of the actual mileage involved. All accounts must be paid within 30 days. CAD reserves the right to refuse bookings to any group whose account is overdue. Non-payment of invoices will result in the Community Wheels service being withdrawn from a group.
17. The minimum hire mileage is 30 miles
18. The hire charge will include mileage from the 'minibus base' not from the collection point and return to the same point at the end.
19. The invoice for any particular hire will be the responsibility of the hirer.
20. The cost of Diesel fuel, Insurance and recovery is included in the hire rate. A fuel card is provided in the minibus with instructions for use.
21. Parking charges, tolls, congestion charge and other direct costs associated with a particular trip are the responsibility of the hirer.

VEHICLE COLLECTION/DROP OFF ARRANGEMENTS

22. Vehicles must be returned in a clean and tidy condition: all rubbish must be removed from the vehicle before the end of the hire. Failure to do so may result in a £20 surcharge being added to the hirer's invoice.

PASSENGER SAFETY

23. All passengers and drivers must wear seatbelts when travelling in the minibus, unless they hold a medical exemption certificate.
24. It is the hirer's responsibility (where applicable) to assess each passenger's ability to use the steps or passenger lift when boarding or alighting from a community wheels vehicle. Similarly, it is the hirer's responsibility (where applicable) to assess each passenger's ability to transfer safely from a wheelchair to a seat in a community wheels minibus, and from such a seat to a wheelchair. CAD reserves the right to make its own determination about the use of steps or a passenger lift, and similarly about a transfer to and from a minibus seat, if the driver believes that safety has been compromised by the hirer's assessment.

FOOD AND DRINK

25. Food and drink is not to be opened or consumed within the vehicle.

SMOKING

26. Smoking is not allowed in any CAD vehicle. CAD reserves the right to refuse hires from groups who persistently ignore this regulation, and reserves the right to levy a charge of £20 for clearing up debris caused by smoking (including odours).

ACCIDENTS/INCIDENTS/DAMAGE/FAULTS

27. All accidents, faults or damage to the vehicle must be reported on the same day no matter how small it may be. Failure to do so will result in the repair cost being charged to the group. The hirer will be liable for the cost of any repair for damage to the vehicle caused by the actions of the driver or passengers which cannot be attributed to reasonable wear and tear.
28. CAD reserves the right to ban a driver from driving any vehicle in the Community Wheels fleet if there are reasonable grounds for believing that person knowingly failed to report any damage to, or accident involving, a vehicle in the Community Wheels fleet whilst it was in their care (i.e. during a hire).

SELF-DRIVE HIRE

DRIVERS

01. Should a driver provide false or inaccurate information at the time of registering with CAD, and insurance cover is consequently invalidated, CAD reserves the right to take legal action against the relevant parties.
02. Drivers must notify CAD of any changes in the circumstances relating to their driving licence (including changes in health) which occur after they have completed the registration form. Drivers must be able to produce their driving licence if requested by CAD, and copies will be held by CAD. Drivers' details will be recorded on the CAD transport database.
03. Should a driver have an accident whilst driving any motor vehicle after his/her name is entered on the CAD Register of Drivers that fact must be disclosed to CAD before that person next drives a vehicle in the Community Wheels fleet.
04. Any prosecution of a driver arising from the use of a CAD vehicle while on self-drive hire will be the responsibility of the hirer and/or driver. This includes any charges against a driver arising from vehicle defects.
05. Must ensure they are familiar with the controls of the minibus before they use it.
06. Are expected to read the Vehicle handbook located in the minibus and to follow any guidance.
07. Must inspect the vehicle before and after each hire, and note down any damage or fault on the defect report form, reporting either a nil defect or any such problems.

08. Must complete a walk around check at the end of a hire to ensure that all windows are closed, lights switched off etc. If the lack of this care and attention results in the hire the following day being moved or cancelled the group will be invoiced for the cancelled hire as well as any other costs incurred.
09. Must fill in all the relevant sections of the Log Sheet and Defect Report book, provided in the folder in each vehicle and if blank sheets are getting low to advise the Community Transport Office as soon as possible.
10. Fill up with DIESEL using the fuel card, giving the speedo reading and leaving the receipt in the vehicle. Please be kind to the next group using the minibus and leave at least half a tank of fuel. If this consideration is not made you may be charged £15 extra.
11. The driver is responsible for maintaining correct oil and water levels, and correct tyre pressures, checking all lights are clean and working, and glass is clean and clear during the period of the hire.
12. CAD reserves the right to ban a driver from driving any vehicle in the Community Wheels fleet should that person allow another person who has is not registered, approved and 'best practice' assessed to either HCC minibus driving 'Certificate of Competence' or MiDAS standards to drive. In such circumstances, the driver(s) may be liable to prosecution.
13. Registered drivers having more than one blameworthy incident may be asked to undertake additional training. Drivers that have more than two blameworthy incidents may be excluded from driving CAD vehicles.

PAYMENTS

14. Any fines during self-drive hires resulting from illegal parking will be passed onto, and are the responsibility of, the hirer. CAD reserves the right to make payment and then recover the amount from the hirer.
15. The hirer may be liable for the cost of replacing a tyre if it is damaged beyond repair due to kerbing, or being driven on whilst it is flat or punctured.
16. Receipts for fuel, oil or minor repairs incurred during a self-drive hire must be returned to the Community Action Dacorum office, together with the vehicle keys. Failure to do so will result in these costs NOT being deducted from the invoice.
17. For self drive hire VAT will be applicable on the hire rate.

HIRE ARRANGEMENTS

18. The hirer is responsible for contacting the Transport office to arrange to collect the keys and other associated items. The keys must not be retained by any hirer, or be passed onto other users, without the explicit permission of the Community Transport Manager. Keys must always be returned immediately after use to the CAD office in a clearly marked envelope, or by agreement to the next user.

19. Minibuses must be returned no later than the previously booked time. Should an unauthorised late return of a vehicle result in another group being unable to hire the vehicle at the time they booked, any resultant financial liability may be passed on to the first group. Willfully keeping a vehicle beyond the booked time can be construed as taking the vehicle without the owner's consent. In such cases, CAD reserves the right to take any appropriate action to recover the vehicle. CAD reserves the right to levy an additional surcharge of £20 or loss of following hire whichever is the greatest in the event of an unauthorised late return of a vehicle. CAD reserves the right to refuse hires from groups who are persistently late in returning vehicles.
20. The minibus normally has a full complement of seats. Hirers are responsible for removing any seats if necessary for wheelchairs, for storing them in a secure covered location whilst they are removed from the vehicle, and for re-securing them into the vehicle at the end of the hire, only after training has been given.
21. The vehicle must be returned to the same location from which it was collected, and reversed into the same or nearest parking bay, such that it is left parked facing forwards, unless agreed otherwise.
22. All health & safety rules and regulations must be adhered to when collecting and returning a minibus to a particular location i.e. Wearing a Hi-Viz vest if required.

ACCIDENTS/INCIDENTS/DAMAGE/FAULTS

23. Any accident or damage to the vehicle must be notified to CAD immediately and a copy of the completed accident form is to be returned within 48 hours. The hirer will be charged for damage which cannot be claimed on our insurance, including any excess.
24. Hirers will be responsible for the full cost recovery of any damage above the top of the windscreen and for mirrors on all minibuses.
25. Where the hirer is involved in an accident and is found to be entirely responsible they will be required to pay the insurance policy excess of £250.
26. Engine damage resulting from the wrong type of fuel being used while on hire will be the responsibility of the hirer, who will have to pay the full repair costs.

HEALTH & SAFETY

27. Hirers are responsible for operating the vehicle safely and legally.
28. Drivers must not drive whilst under the influence of drugs or alcohol.
29. Drivers must not indulge in dangerous driving, or abuse the vehicle.
30. If passengers need help getting into and out of the vehicle this help is to be provided by the users own staff or escorts.
31. Community Wheels will provide training on the use of the passenger lift, removing seats for wheelchair access and securing wheelchairs in the minibus upon request.
32. The passenger lift should be used where necessary, only by trained Drivers or Escorts.
33. Wheelchairs are to be secured with floor clamps and the passenger with floor mounted belts only by trained personnel. This equipment must be booked with Community Wheels before the trip.

WITH-DRIVER HIRE

01. When a group requests a with-driver hire, CAD will accept the booking subject to driver availability. CAD will make every effort to find a driver and will inform the hirer of the outcome as soon as possible.
02. It is the hirer's responsibility to provide CAD with accurate information about the destination and/or venue for a journey at the time of booking. This includes details about the precise address, identification of any hazards, and the provision (where necessary) of directions. This must be provided at least 1 month prior to the journey date.
03. It is the hirer's responsibility to investigate parking for the destination and/or venue for a journey.
04. The hirer is required to pay for refreshments, entrances, etc. for the volunteer driver to ensure that they are not 'out of pocket'. If a volunteer incurs expenses during the hire period for a group and is not reimbursed on the day by the group; CAD will include the expenses within the hire invoice issued to the group.
05. CAD drivers will not be responsible for lifting a passenger during the course of a hire.
06. CAD drivers will operate the passenger lift and secure the wheelchair during hires.

Agreements

Community Action Dacorum reserves the right to change these terms and conditions to align with legal, operational or statutory requirements.

- I agree to the terms and conditions above
- I declare that the group named on this form is a non-profit group which works for the benefit of Dacorum residents.
- I undertake to ensure that all charges arising from the hire by this user group will be paid within 30 days of the invoice date.
- I declare that, to the best of my knowledge and belief, the statement made on this form are true and complete.
- I authorise Community Action Dacorum to make this completed form available to their insurers if required.

Organisation:

Name:

Job Title:

Signature:

Date:

These Terms and Conditions are correct as at March 2017