

5th Potters Bar Scout Group (“the Group”) - Minibuses Terms and Conditions of Hire

v.1.4 - 17 December 2018

- (1) Following submission of a booking onto the Group’s online booking system, and confirmation of the same:-
 - a. The individual making the booking and their associated Group/Charity/Trustees/Company (or other entity) (hereinafter “**the Hirer**”) agrees to be bound by all Terms and Conditions outlined in this Agreement.
 - b. The individual making the booking hereby confirms that they possess the required authority to make the booking and to enter into this Agreement on behalf of their associated Group/Charity/Trustees/Company (or other entity), with whom they shall be jointly and severally liable for the Hirer’s obligations under this Agreement.
- (2) The Group’s minibuses are covered by insurance policies provided by QBE, the premiums for which are paid yearly by the Group. The Hirer agrees to indemnify the Group in respect of the insurance policy excess (£150) in the event of any claim arising from their use of the vehicle(s).
- (3) **For ALL drivers that will be using the vehicles(s) during the hire period, it will be necessary to submit (at least one week before the hire commences) scans of driving licences and a ‘check code’ so that the Group may verify all licence details. Please e-mail this information to scoutleaders@5pbscouts.co.uk. For instructions on obtaining a ‘check code’, please see the guidance provided at the end of this Agreement.**
- (4) The insurance policy includes breakdown cover, the details for which can be found at the end of this Agreement.
- (5) The minibuses are not to be used for any purpose other than the transportation of people.
- (6) If any key is lost during the hire period, the Group will endeavour to provide a replacement, however, the cost of replacing the lost key will either be deducted from the Hirer’s deposit, or sought from the Hirer.

Deposit

- (7) **All bookings are subject to a deposit per vehicle on hire equal to the insurance excess (£150) which is payable in advance. The vehicle(s) will not generally be released to the Hirer until the relevant deposit sum has been paid in full.**
- (8) **It is preferred that the deposit and hire charges be paid by cash or two cheques (one for the deposit sum and one for the hire charges) payable to ‘5th Potters Bar Scout Group’ and sent to the Group’s Treasurer by post (see *Treasurer’s address at the end of this Agreement*) at least one week before the hire commences.**
- (9) Deposit cheque(s)/cash will not be cashed/banked and will generally be returned to the Hirer after the hire period ends, save where a claim arises during the hirer’s use of the vehicle(s), or other deduction becomes necessary in accordance with this Agreement.
- (10) If, for any reason, a deposit sum is not received from the Hirer, the Hirer remains liable for the full insurance excess in the event of any claim arising from their use of the vehicle(s) in addition to being liable for any other costs or charges which may be due from the Hirer to the Group in accordance with this Agreement.

Hire Charges

(11) **The following rates apply per vehicle:- Evening rate - £10 / Day rate - £35.** The Hirer agrees to pay the Group's Invoice promptly and by the date indicated on the Invoice (if applicable), without set-off or other deduction.

The Drivers

(12) The Hirer agrees - and will ensure - that all drivers of the Group's minibuses:-

- a. Have a 'clean' licence held for a minimum of 2 years.
- b. Have passed a Hertfordshire County Council minibuss driving assessment (this section applies only when the Hire has been made by a Group connected to Hertfordshire Scouts).
- c. Are over 21 years of age on the day the hire commences.
- d. Have a valid driving licence permitting them to drive the category of vehicle subject to the Hire. **(17 Seater Minibus:** if any of your proposed drivers obtained their licence after 1 January 1997, they must have D1 Entitlement on their licence).
- e. Disclose any accidents, convictions or penalty points in the last 5 years to the Group.

(13) In the event that non-disclosure of any information known to the Hirer or Driver invalidates the Group's insurance, the Hirer and/or their associated Group/Charity/Trustees/Company (or other entity) agree(s) to indemnify - on a full indemnity basis - the Group in respect of all liability arising out of any incident/accident whatsoever involving the hired vehicle(s) during the hire period.

The Vehicles

(14) The Hirer will be liable for any damage to the vehicle(s) during the period of hire which is not covered by the insurance, save for fair wear and tear.

(15) The vehicle(s) will be returned with the same amount of fuel as at the beginning of the hire, if this is not the case the cost of fuel plus a £15 administration fee may be deducted from your deposit.

(16) The Hirer is responsible for maintaining correct oil, water and other fluid levels, and correct tyre pressures, during the period of the hire.

(17) The Hirer is responsible for ensuring mileage logs are kept up to date, and that all daily checks are carried out whilst on hire.

(18) The Hirer will be liable for the cost of replacing a tyre or tyres if they are damaged beyond repair due to kerbing, or being driven on whilst flat or punctured.

(19) The Hirer is responsible for keeping the vehicle(s) clean and returning them clean: all rubbish must be removed from the vehicle(s) before the end of the hire. Failure to do so may result in a £30 to £50 surcharge, depending on the level of soiling.

(20) The Hirer is responsible for and will pay all costs arising from:

- any congestion or parking charges (or failure to pay them);
- a breach of any parking restrictions or a road traffic offence or any other offence or infringement involving the vehicle(s) such as (but not limited to) lane infringement, tunnel, turning and bus lane charges including the costs from the vehicle(s) being clamped, seized or towed away and any other charges/costs (or failure to pay them) levied by a relevant organisation or issuing authority.

The Hirer is and will remain primarily liable for such charges and consents to the Group notifying such organisations of your identity to effect a transfer of liability. In addition, the Hirer agrees to inform the Group forthwith of the identity of the driver(s) in charge of the vehicle(s) when the charges were incurred.

- (21) Any accident or damage to the (or incident involving the) vehicle(s) must be notified to the Group as soon as possible.
- (22) The Hirer will be liable for the full repair and/or call-out costs where the wrong fuel is used whilst on hire.
- (23) Smoking is **not** permitted in the vehicle(s).
- (24) The consumption of alcohol is **not** permitted in the vehicle(s).
- (25) The chewing of gum is **not** permitted in the vehicle(s).
- (26) It is the sole responsibility of the Hirer to ensure that the vehicle(s) are driven in accordance with all legal and regulatory requirements and with consideration for others at all times.
- (27) When a vehicle on hire is empty of passengers (and driver), all doors must be locked and windows secured. Where a vehicle is stolen or damaged because the driver has not complied with this requirement (or because the driver has been negligent in some other respect), the Hirer and/or their associated Group/Charity/Trustees/Company (or other entity) agree(s) to indemnify the Group – on a full indemnity basis - in respect of *any* subsequent loss to the Group caused by a refusal of the insurers to ‘pay out’ under the Policy.
- (28) All Hirers of the vehicle(s) must hold a section 19 minibus permit to exempt them from PSV/PCV requirements and must display it in the vehicle during use. Permits apply to the organisation hiring the vehicle(s), not to the vehicle itself, so you must have your own. Potters Bar & District groups may use the permits in the vehicles.
- (29) The reasonable cost of any emergency repairs necessary during use, must be authorised by the Group prior to the work being undertaken. You will be reimbursed upon production of a receipted invoice.
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Miscellaneous Provisions

- (30) For the avoidance of doubt, references to “the Group” in this Agreement are to the Trustees of the 5th Potters Bar Scout Group (Registered Charity no. 302560)
- (31) This Agreement contains all of the conditions which we have agreed and replaces any written or verbal agreements the Group or its representatives may have with you.
- (32) Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.
- (33) Where mechanical, or other breakdown of the vehicle(s) on hire occurs, the Hirer agrees that the Group will not be held liable for any resultant losses or charges (financial or otherwise) whatsoever including – but not limited to – travel costs, accommodation and other subsistence items.
- (34) No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. .
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Important Information

Treasurer's address to send deposit and hire fee payments

5th Potters Bar Scout Group (Minibuses), 3 Oulton Crescent, Potters Bar, Herts, EN6 3ED.

Obtaining Driving Licence 'Check Codes'

1. Make sure you have your Driving Licence and National Insurance number to hand.
2. Visit the government website: <https://www.gov.uk/view-driving-licence>
3. Click on 'Start Now' and follow the instructions to obtain your code.

Section 19 Permits

<http://members.scouts.org.uk/supportresources/3413/minibus-permits>

<https://www.gov.uk/government/publications/section-19-and-22-permits-not-for-profit-passenger-transport/section-19-and-22-permits-not-for-profit-passenger-transport>

Breakdown Cover

In the event that a vehicle on hire breaks down, please call 0800 389 1708 and quote the registration number of the vehicle, in addition to telephoning the Emergency Contact.

Emergency Contact:

Please contact Chris Brunning on 07803 154046.

Queries: Please contact scoutleaders@5pbscouts.co.uk.