

- (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 entity (hereinafter “**the Hirer**”) agree to be bound by all Terms and Conditions 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 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 in the event of any claim by the Group under the relevant policy arising from their use of the vehicle(s).
- (3) **For ALL drivers that will be using the vehicles(s) during the hire, 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 minibuses@5pbscouts.co.uk. For instructions on obtaining a ‘check code’, please see the guidance provided at the end of this Agreement.**
- (4) The insurance policies include 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 Hirer’s use of the vehicle(s), 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 payable directly by the Hirer.
- (7) The Group reserves the right to charge the following cancellation fees, including by partial reimbursement of hire charges and/or from the Deposit:

Date on which the booking is cancelled	Applicable Cancellation Fee (percentage of total hire charges)	
	<i>Standard</i>	<i>Bookings between 1 June and 1 September</i>
90 days (or longer) prior to the booking	n/a	n/a
Between 60 and 90 days prior to the booking	20%	30%
Between 30 and 60 days prior to the booking	30%	40%
Between 14 and 30 days prior to the booking	40%	60%
Between 5 and 14 days prior to the booking	50%	70%
Between 2 and 5 days prior to the booking	60%	80%
Between 0 and 2 days prior to the booking	70%	100%

Deposit

- (8) **All bookings are subject to a deposit per vehicle on hire equal to the insurance excess (currently £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.**
- (9) **Deposit and/or hire charges are to be paid by credit or debit card on the Group’s website, or by BACS. See the final page for further details.**
- (10) Deposits will generally be returned to the Hirer shortly after the hire ends, save where an incident giving rise to a claim occurs during the hirer’s use of the vehicle(s), or other deduction becomes necessary in accordance with this Agreement.
- (11) If, for any reason, a deposit sum is not received from the Hirer and the hire proceeds regardless, the Hirer remains liable for the full insurance excess in the event of any claim arising from its use of the vehicle(s) without prejudice to any additional liability which may be apportioned to the Hirer in accordance with this Agreement.

Hire Charges

(12) **The following rates apply per vehicle:- Evening rate - £15 / Day rate - £45.** The Hirer agrees to pay the hire charges promptly before the hire commences and by the date indicated on the Invoice (if applicable), without set-off or other deduction.

The Drivers

(13) 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 minibus driving assessment (this section applies only when the hire has been made by a Scout unit 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.
- f. Disclose any 'DVLA-notifiable' medical conditions to the Group.

(14) In the event that non-disclosure of any information known to the Hirer or Driver makes void (or voidable) or vitiates the Group's vehicle insurance, the Hirer agrees to indemnify the Group – on a full indemnity basis - in respect of any subsequent liabilities, costs, claims, demands or expenses which it may suffer or incur arising directly or indirectly from the Group's vehicle insurance being made void (or voidable) or vitiated.

The Vehicles

(14) The Hirer will be liable for any damage to the vehicle(s) (occurring during their use of the vehicle(s)) which is not covered by the Group's vehicle 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 £20 administration fee may be deducted from your deposit, or sought directly from you..

(16) The Hirer is responsible for maintaining correct oil, water and other fluid levels, and correct tyre pressures, during their use of the vehicle(s).

(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 £60 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 liable for all aforementioned costs 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 relevant costs were incurred.

(21)The Hirer is also responsible for and will pay for:

- any costs, claims, liabilities, demands or expenses which the Group or the Hirer may suffer or incur arising directly or indirectly as a result of the Hirer's non-compliance with these Terms and Conditions, including, where applicable, an administration fee to reflect reasonable administration costs which arise in dealing with these matters.
- all costs arising from our dealing with the matters set out at section 20. However, where it is not reasonably practicable to transfer liability for any such fine or charge, we may use our discretion to settle the fine or charge with the appropriate authority and re-charge you such amount together with an administration charge to reflect our reasonable administration costs. Should you wish to appeal, contest or dispute any such fine or charge we shall pass all relevant information to you and you must liaise directly with the appropriate authority or company to obtain any refund, where this is 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)The Hirer must inform the Emergency Contact by telephone as soon as you become aware of any defect with the vehicle, or if the vehicle is stolen or involved in an accident or broken down. Failure to notify may result in you breaking this agreement and being liable to paying any costs we incur.

(24)Smoking is **not** permitted in the vehicle(s).

(25)The consumption of alcohol is **not** permitted in the vehicle(s).

(26)The chewing of gum is **not** permitted in the vehicle(s).

(27)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.

(28)When a vehicle on hire is empty of passengers (and driver), all doors must be locked and windows secured. In circumstances where a vehicle is stolen or damaged because the driver has not complied with this requirement (or because the driver has deliberately misused the vehicle, been negligent or careless), the Hirer agrees to indemnify the Group – on a full indemnity basis - in respect of *any* subsequent liabilities, costs, claims, demands or expenses which it may suffer or incur arising directly or indirectly from the conduct of the Hirer or driver, including as a result of the Group's vehicle insurance being made void (or voidable) or vitiated.

(29)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..

(30)You must not sell, rent or dispose of the vehicle, any of its parts or accessories. You must not give or try to give anyone the legal rights to the vehicle or transfer legal ownership.

(31)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.

Miscellaneous Provisions

(32)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)

(33)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.

(34)The Group has the right to vary these terms and conditions from time to time.

(35)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.

(36) 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.

(37) 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.

Important Information

Payments

All payments should be made by either Credit or Debit card, or by BACS. Credit/Debit card payments are accepted on our website at the following URL: <https://5pb Scouts.co.uk/products/>, there is also a link at the foot of each website page. BACS payments may be made using the details on the invoice which will be rendered to you. We discourage and cannot guarantee that payments by cheque will be accepted.

For short notice bookings, it may not be possible to issue an invoice prior to the beginning of the hire. In these circumstances – and once your booking has been confirmed by e-mail - please promptly make payment by Credit or Debit card on our website and include the dates of the hire and name of the hirer in the 'Payment Information' box. Any queries should be directed to minibuses@5pb Scouts.co.uk, which address is monitored daily.

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](tel: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 minibuses@5pb Scouts.co.uk.