

## 1st Washington Scout Group Minibus

# WA68 BEO

### **Terms & Conditions of Use**

Version: 6, 22 March 2025

Notes

1st Washington Scouts is here referred to as 1WS. 'The vehicle' Refers to the minibus owned & run by 1WS. The term 'garage' is used to describe the place of storage at which the vehicle normally resides.

#### 1 USE BY ORGANISATIONS

- 1.1 Only approved organisations of 1WS shall be eligible to use the vehicle.

  They must provide their own \$19 Permit under the Transport Act

  1985.
- 1.2 Only bona-fide non-profit making 'community' groups, voluntary organisations and schools shall be eligible for affiliation.
- 1.3 Approval is at the discretion of the 1WS Trustee Board.
- 1.4 Name, address and contact details of the approved organisation are required for billing purposes. Details of all persons to drive the vehicle (see section 2) including a photocopy of their driving licence, showing the relevant qualification, will be required.

#### 2 CONDITIONS OF DRIVING THE VEHICLE

To be eligible to drive the 1WS vehicle, Drivers must.

- 2.1 Be aged between 25 years to 70 years inclusive.
- 2.2 Have held a full UK Driving licence for at least two years. D1 requirement is not necessary for this bus as it is a Wheelchair Accessible Vehicle.
- 2.3 Drivers are obliged to disclose to 1WS any endorsements, penalties or disqualifications within the last five years. Disclosure of minor offences & claims may not necessarily prevent use of the vehicle at the discretion of 1WS's insurers.

#### 3 BOOKING OF VEHICLE

3.1 The acceptance of bookings for the vehicle is to be undertaken by the designated booking secretary. An assistant booking secretary shall be listed to take over booking as and when the need arises. (See Appendix 1)

- 3.2 Booking will be on a first come first served basis, including our own Sections, because of external demand. There is no longer a reserved use for any specific Section on a Section meeting night.
- 3.3 The vehicle may be booked 1 year in advance for 3+ day bookings by any organisation. For shorter term i.e. 1 and 2 day bookings, the vehicle may be booked up to 6 months in advance by sections of 1WS and by any other organisation up to 3 months in advance.
- 3.3 Booking is on a strictly first come first-served basis though 1WS reserve the right to restrict use of the vehicle in certain circumstances (i.e. repeated use on popular holiday weekends by one user thereby restricting the activities of others). Speculative bookings that are regularly made and regularly cancelled may lead to restrictions being placed on the organisation concerned.
- The Trustee Board shall reserve the right to refuse or change bookings to any organisation for whatever reason.

#### 4 RESPONSIBILITY OF THE USER OF THE VEHICLE

The Organisation using the vehicle shall be responsible for:

- 4.1 The driver checking the condition of the vehicle in accordance with the vehicle check list. (Appendix 2) These checks must be signed for to demonstrate that they have been undertaken. In addition, a check should be made of the fuel levels in accordance with 1WS fuel policy. The vehicle must be returned with a minimum of a quarter of a tank of fuel. Although 1WS are responsible for re-fueling the vehicle (ref 5.1), if a user feels unhappy at the level of fuel in the tank, diesel fuel may be purchased, the user being reimbursed on production of a valid receipt. THE ABOVE CHECKS SHOULD BE UNDERTAKEN BEFORE TAKING THE VEHICLE OUT THIS IS THE LAW.
- 4.2 Ensuring the current odometer reading is correctly entered in the logbook upon collection & return of the vehicle to its garage.
- 4.3 Ensuring that the vehicle is driven within the law. It should be noted that the speed limits applying to this vehicle are different from those for a passenger car. (Roads with street lights closer than 200 yards 30mph; Other single carriageways 50mph; Dual carriageways 60mph; Motorways 70mph.)

  Please note that the vehicle is fitted with a limiter which restricts its speed to a maximum of 100km/hour (62mph).
- 4.4 It should be noted that drivers not approved in advance by 1WS are not entitled to drive the vehicle. This is for insurance purposes. <u>Under no circumstances</u> should any person drive the vehicle without first being approved by 1WS.
- 4.5 The vehicle only being used for a valid purpose relating to the organisation which booked it. The vehicle may not be used for any purpose which may be regarded as 'taxi business'. The vehicle may not be used by private

individuals. The vehicle carries an exemption permit from the Road Traffic Act in terms of "hire or reward" use for Scouting purposes only.

- 4.6 The safety & security of keys. Users must return the keys to the key holder at the end of their usage. Users are responsible for the cost of replacement of any damaged/lost keys or along with any associated costs (including repairs to the interior etc).
- 4.7 The security of the vehicle. When left unattended, the vehicle is to be locked. Failure to do so shall invalidate the insurance.
- 4.8 Should the vehicle be stolen and subsequently recovered and it can be proved that the User of the vehicle (or the last user to return the vehicle) did not correctly secure the vehicle then the User will be responsible for any applicable insurance excess payment.
- The User of the vehicle is liable for the insurance excess of any 'at fault' insurance claims or the cost of repairs whichever the lower is. In addition, the user is responsible for the cost of making good any damage to the vehicle which 1WS deem to be willful (i.e. torn seats, broken or damaged fixtures & fittings). Repair of damage is to be arranged by 1WS not by individual organisations.
- 4.10 Leaving the vehicle in a clean & tidy condition. All litter is to be removed and the vehicle cleaned if required. Should the vehicle be returned in an unsatisfactory condition, 1WS reserves the right to make charges for valeting. Obviously, normal external dirt etc., is the responsibility of 1WS.
- 4.11 For ensuring that any faults, problems etc., are reported immediately to 1WS a list of contacts may be found within the vehicle literature.
- 4.12 For ensuring the vehicle is not overloaded. The vehicle BY LAW may carry 16 passengers plus 1 driver, The total load should not exceed 4250Kg. Each passenger must have an individual seat and seat belt, which must be used.
- 4.13 For ensuring that the vehicle is used only for the purpose it was designed for i.e. carrying passengers. It is not permissible to carry goods or luggage within the vehicle.
- 4.14 The vehicle is ULEZ and Clean Air compliant. However, it is the driver's responsibility to check before entering one of these Zones.

#### 5 RESPONSIBILITIES OF 1WS

The user of the vehicle will not be responsible for (and therefore should not undertake)

5.1 The re-fuelling of the vehicle. This is usually carried out by 1WS. For long periods of use during which the vehicle is to be out of the area special arrangements will be made with 1WS. Should a driver consider the level of diesel fuel to be too low then he/she may purchase diesel - to be reimbursed

by 1WS on production of a valid receipt. The vehicle must be returned with a minimum of a quarter of a tank of fuel.

- 5.2 Maintenance, adjustments, changes, modifications, fitting of any accessories or additions whatever the nature (including stickers, signs etc.)
- 5.3 Accidental damage over and above the cost of insurance excess (as defined by 1WS insurers) to the vehicle, provided that 1WS is informed of any damage (however minor) as soon as possible, and certainly within 24 hrs of returning the vehicle.
- 5.4 General cleaning of the exterior of the vehicle arising from normal usage. The interior remains the responsibility of the driver.

In addition, 1WS shall provide...

- 5.5 Breakdown cover. Details are to be found in the vehicle literature. It should be noted that only the 1WS vehicle is covered on this policy.
- 5.6 Fully comprehensive type insurance cover, with excess applied by insurers.

#### 6 COST

- 6.1 The chargeable mileage is defined as the total mileage covered from the vehicle leaving its garage until its return.
- 6.2 The current charge to hire the vehicle shall be:
  - £1.20 per mile (£0.75 per kilometer) including fuel (minimum charge £20) or
  - £75 per day excluding fuel (minimum charge £75). If hired for a day
    the same amount of fuel should be left in the tank as there was at the
    start.
  - £150 per weekend using own fuel
  - £395 per week using own fuel
- 6.3 Invoices will usually be dispatched monthly. Payment must be made within 28 days of invoice date.

Payment by bank transfer is the preferred option.

A/C payee 1st Washington Scout Group

A/C number 80294502

Sort code 60-22-52

#### 7 GENERAL

7.1 The organisation booking the vehicle shall be responsible for ensuring that it is used properly and not mistreated in any way.

7.2 The right to refuse booking, disregard any driver, withdraw use, cancel bookings, make fair charge for willful damage is reserved. It should be noted that 1WS is a registered charity.

Use of the 1WS vehicle constitutes the acceptance of all terms contained herein by the organisation that you represent. Failure to adhere to these terms & conditions may lead to further action by 1WS not least the termination of your affiliation.

#### Appendix 1

#### **Contacts:**

Booking Secretary Doug McIntyre (General enquiries, fault reporting)

Telephone 07887 538088

Email glv@1stscouts.org.uk

Asst Booking Secretary Paul Richardson 7866 577104

Email paul.richardson@1stscouts.org.uk