

Sevenoaks Electric Community Bus

TERMS AND CONDITIONS FOR USE

General

The minibus is owned and operated by Sevenoaks Town Council and use of the vehicle is subject at all times to these Terms & Conditions and the Council's motor insurance policy. Charges consist of a daily hire fee & a mileage charge to reflect actual vehicle use. All charges are set to recover operating costs only & are reviewed periodically.

1. Period of Use

- The minibus may be used Monday to Sunday, subject to availability.
- Collection and return of the minibus will be to the Bat & Ball Community Centre, Cramptons Road, Sevenoaks TN14 5DN.
- Out-of-hours' return requires prior written approval from the Council.
- The minibus must be returned to the designated parking area/service lane and not parked in front of the building.
- Any period of use should not exceed five consecutive days (120 hours). No re-booking within four weeks unless written permission is obtained from Sevenoaks Town Council.

2. Charges & Payment

- Charges for hire are set on a cost-recovery basis only and are intended solely to cover the Council's operating and maintenance costs. No commercial profit is made from the hire of the vehicle.
- The current hire charge is £75 per rolling 24-hour period with an additional charge of £0.50 per mile travelled will be applicable. (mileage is calculated from odometer readings at collection and return).
- Hire charges are not subject to VAT, as the vehicle is operated under a Section 19 Transport Permit on a non-commercial, cost-recovery basis.
- Payment is due at the time of booking unless otherwise agreed in writing.
- Charges are non-refundable, but bookings may be transferred to an alternative date within 12 months, subject to availability.
- Cancellations with less than 24 hours' written notice will be charged in full.

3. Permitted Use

Section 19 Use

The minibus is made available under a Section 19 Transport Permit and may only be used by not-for-profit community organisations for the transport of their members or beneficiaries. Use of the vehicle for any commercial, private, or profit-making activity is strictly prohibited.

4. Authorised Drivers

Sevenoaks Town Council does not provide a driver. The hirer is responsible for ensuring that any driver used is appropriately licensed, authorised by the Council, and complies with all legal and insurance requirements.

Only drivers authorised in writing by the Council may drive the minibus.

Drivers must:

- Be aged between 30 and 70 years
- Have held a full UK or EU driving licence for at least 2 years
- Be driving with the Council's permission
- Be Council staff or approved volunteer drivers

No other person may drive the vehicle.

5. Insurance

- The minibus is insured on a fully comprehensive basis, subject to policy terms and exclusions.
- Breakdown cover is provided within the UK through RAC. Details of the breakdown provider and contact information are kept in the vehicle.
- Public liability insurance is not provided under this motor policy.
- The insurance excess payable by the Council is:
 - £1,000 per claim
 - £500 for windscreen or glass claims
- Where damage, loss or claims arise due to misuse, negligence or breach of these Terms & Conditions, the Council reserves the right to recover costs from the responsible organisation or individual.
- All accidents, damage or incidents must be reported to the Council immediately, with accompanying photographic evidence.
- Drivers must comply with all insurer reporting requirements following an incident or accident and provide all details to Sevenoaks Town Council.
- In the event of a breakdown, the driver must contact the breakdown provider directly using the details provided in the vehicle.
- Breakdown assistance must be arranged through the provider. Costs for recovery, repairs or services arranged independently may not be covered and may be recovered from the hirer.
- The driver must remain with the vehicle and follow all instructions provided by the breakdown service.
- The hirer is responsible for ensuring the safety of all passengers during a breakdown.
- Sevenoaks Town Council must be informed of any breakdown as soon as reasonably practicable.
- The Council accepts no liability for delays, disruption or costs incurred as a result of a breakdown.

6. Prohibited Use

The minibus must not be used for:

- Carrying goods for hire or reward
- Racing, competitions, rallies or trials
- Carrying illegal substances or hazardous goods
- Smoking, alcohol or drug use
- Any purpose not permitted by the Council's insurance policy
- Charging fares

7. Condition & Return

- The vehicle must be returned clean and tidy. A £50 cleaning charge may apply.
- Lost keys will incur a £500 replacement charge.
- The vehicle must be returned with an appropriate charge level. Where charging has taken place, a receipt must be provided.
- Failure to recharge the vehicle will be invoiced plus a £25 administration fee.
- The driver is responsible for all fines, penalties or charges incurred during use.
- A £25 administration fee applies for processing any penalties received by the Council.
- On the provided form details of mileage on collection and delivery should be recorded.
- Any damage should be reported immediately with photographic evidence.

8. Charging

- The hirer is responsible for all charging of the vehicle during the hire period.
- Charging may be carried out using public charging facilities, many of which accept contactless payment.
- A charging access card will be provided which can be used when required for certain charging networks eg; BP
- Where the charging card is used, all associated costs will be recharged to the hirer.
- The card must only be used for charging the minibus and must be returned with the vehicle.
- Loss or misuse of the card may result in charges being recovered from the hirer.

9. Seating Configuration

- The vehicle is a 13-seater minibus with flexible seating on a tracked floor system to allow for different seating and wheelchair configurations.
- The number of passenger seats available will vary where wheelchairs are being transported.
- To accommodate wheelchair users, seating positions may need to be adjusted or removed to create sufficient space.
- The exact seating capacity will depend on the number and size of wheelchairs being carried.
- Any adjustments to seating must be carried out safely and by a competent person.
- All seats must be securely refitted and locked into position before the vehicle is returned.
- Loose or unsecured seats must not be carried in the vehicle under any circumstances.
- It is the responsibility of the hirer to ensure that wheelchairs fit safely within the available space and can be properly secured using the installed restraint systems.
- If unsure about suitability, the hirer should seek appropriate advice before use.

10. Wheelchair Lift & Accessible Use

- The minibus is fitted with a wheelchair lift and designated wheelchair restraint systems.
- The wheelchair lift and restraint systems must only be operated by persons who are competent and confident in their safe use.
- The hirer is responsible for ensuring that any driver or assistant operating the lift or restraint systems is suitably competent.
- Wheelchairs must be properly secured using the installed restraint systems before the vehicle is in motion.

- The hirer is responsible for ensuring passengers are safely seated or secured prior to travel in accordance with health and safety requirements.
- The wheelchair lift must not be used for any purpose other than assisting wheelchair users to enter or exit the vehicle.
- If the hirer is unsure how to operate the lift or restraint systems safely, they should not use them.

11. Liability

- The Council accepts no responsibility for loss of or damage to personal belongings left in the vehicle.
- The hirer is responsible for the safe use of the vehicle and for compliance with all relevant laws and regulations during the hire period.
- Sevenoaks Town Council shall not be liable for any indirect or consequential loss arising from the use or unavailability of the vehicle.
- Sevenoaks Town Council accepts no liability for injury, loss or damage arising from the use or misuse of the wheelchair lift or restraint systems.
- Insurance cover may be invalidated if these Terms & Conditions are breached.

12. Cancellation

- Cancellations must be made in writing at least 24 hours before the agreed start time.
- Cancellations after this time will be charged in full.
- Sevenoaks Town Council is not responsible for any costs incurred due to cancellation by either party.

DECLARATION

I confirm that I have read and agree to the above Terms & Conditions.

Signed: _____

Date: _____

Mileage at time of collection: _____

Mileage at time of return: _____

Please return this form along with the keys and fuel/charging receipt to the Bat & Ball Community Centre, Sevenoaks.