

CONDITIONS OF VEHICLE HIRE

Droitwich Spa Community Transport

- Droitwich Spa and Rural Council for Voluntary Service (DCVS) operates accessible vehicles for use by non-profit making community and voluntary groups, driven by members or volunteers of DCVS - the vehicle is operated under Section 19 Permit Regulations 1987 legislation, which only allows transport provision to the voluntary and community sector and not to the members of the general public.
- All applications for hire of the vehicle must be made in writing on the attached BOOKING FORM to the Transport Coordinator of the Droitwich Spa & Rural Council for Voluntary Service (DCVS), The Old Library Centre, 65 Ombersley Street East, Droitwich Spa WR9 8QS Tel: 01905 779778 Email : admin@droitwichcvs.org.uk
- All Bookings are provisional until confirmed by receipt of a signed Booking and Hiring Agreement Form and Conditions of Hire.
- The person who signs the Booking and Hiring Agreement Form and Conditions of Hire will be the hirer of the vehicle and to have accepted these Conditions. Where the application and agreement are stated to be made on behalf of an organisation, the organisation also shall be considered to be the hirer and shall be liable jointly and severally with the person who signs the Forms.
- The hirer will have exclusive use of the hired vehicle during the times agreed. Additionally, the hirer must arrive and vacate by the agreed time, as stated on the Booking and Hiring Agreement Form. Failure to adhere to the agreed times may incur additional charges.
- The vehicle can only be driven by authorised members or volunteers of DCVS who are physically and legally qualified to operate a vehicle and must have the appropriate driver licensing entitlements.
- Members and volunteers must undertake training to gain a valid Worcestershire County Council Minibus Permit or an equivalent assessment to be able to drive our Minibus on paid contracts.
- The hire of a vehicle does not entitle the hirer to enter or use a vehicle at any time other than the dates and hours stated on the Form. In addition, the hirer can only use the vehicle booked on the Form for the destination as stated on the Form. The Transport Co-coordinator should be made aware of any additional destinations after the time of booking.
- DCVS reserves the right to reject any application for the hire of any vehicle.
- All charges due must be paid within 30 days from date of invoice which will be sent to the hirer at the end of the month during which they hired the vehicle. DCVS sets the charges on 1st April each year but reserves the right to alter charges at any time.

The Hirer will:

The Hirers must conduct themselves in a responsible manner with due consideration to any other vehicle users and DCVS staff.

Hirers are responsible for passenger's behaviour, welfare and safety while always travelling on the vehicle.

1. The Hirer must refrain from any behaviour, which would bring Droitwich Community Transport into disrepute or cause discomfort/risk to others.
2. Comply with all aspects of the law, including the Highway Code.
3. Permit any agent of the DCVS, or police officer, to enter the vehicle at any time during the period of hiring.

4. Complete vehicle induction and training on proper and safe use of the vehicle, tail lift, ramps and wheelchair clamping equipment before the start of hire.
5. The hirer will undertake not to exceed the seating and weight capacity, which are:

Weight 300Kg	Passenger 15 including driver.
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6. Complete all sections of the Vehicle Logbook, the Passenger Detail's Form and Vehicle Daily Checks Form for each journey.
7. Ensure that both the exterior and interior of the vehicle is maintained and left in a clean and tidy condition all rubbish removed and chairs secured and clamping equipment stowed away.
8. Ensure that they switch off the lights and other electrical equipment and that the vehicle is left clean and tidy.
9. Ensure all doors are kept unfastened and unobstructed and immediately available for exit during the whole time the vehicle is in use and no obstruction be placed or allowed to remain in any gangway giving access to the vehicle.
10. Ensure the vehicle is secure by locking all doors and ensuring all windows are closed at the end of the period of hiring.
11. Remove all their property before the end of hiring. DCVS will accept no responsibility for any of the hirer's property left in the vehicle after the period of hiring.
12. Ensure all Health and Safety Incidents or Accidents are recorded in the Accident Book at DCVS and reported to the Transport Coordinator.
- 13.** Report to DCVS immediately any damage or repairs required to the vehicle or its equipment and the appropriate paperwork completed in order for it to be dealt with promptly. This includes any accidental spillages, damage to walls and windows, flooring or doors and any damage to the wheelchair tail lift, wheelchair ramp or wheelchair clamping equipment.
14. Pay the reasonable cost of all damage and losses which may be caused by the hirers to the Vehicle. Loss of keys and/or damage to locks will be the financial responsibility of the hirer.
15. Return borrowed keys promptly to the DCVS, The Old Library Centre between 9.00am-5.00pm Monday – Friday. *Outside office hours* keys must be placed through the letter box and in an envelope.
16. Ensure the Vehicle remains a No Smoking area at all times.
17. Not permit the consumption of alcohol.
18. Allow no animal to enter the Vehicle except with prior consent of the Transport Coordinator, other than an assistance dog.
19. The vehicle should not be used to push or tow another vehicle or trailer.
20. Ensure at the end of hire that the **Fuel level is at least a quarter full.**

Cancellation of Vehicle Hire

Cancellation of vehicle hire must be given in writing to the Transport Coordinator at DCVS. The fees incurred will be as follows:

- Less than 48 hours' notice – the cancellation fee will be £50.

DCVS will:

1. Not be liable for any loss due to any Government restriction or act of God which may cause the vehicle to be taken out of service temporarily or the hiring to be interrupted or cancelled. Nor for any loss due to the breakdown of machinery, failure of supply of electricity, leakage of water, or fire, save to the extent that such loss is attributable to the negligence of DCVS.
2. Not be responsible for any injury sustained by the hirer or any persons participating in their transport howsoever arising.
3. Not be held responsible for any loss or damage to the personal belongings of persons using the vehicle. Please take precautions against casual theft.
4. The DCVS reserves the right to terminate this agreement at any time, wherever possible giving a minimum period of one months' notice in writing.

Problems and Complaints

- Any problems or complaints relating to the vehicle, or its equipment, or these conditions of hire should be referred to the Transport Coordinator or Management.
- The Hirer may be required to make a formal written report prior to any formal investigation. Complaints and disputes will normally be investigated and solved by mediation within the organisation.

CONDITIONS OF HIRE - Droitwich Spa Community Transport

Please sign and date to confirm that you agree to abide by the above
Conditions of Hire at Droitwich Spa Community Transport.

Print name Sign

Position Date

Volunteer Driver to also sign and date to confirm that they agree to abide by the above Conditions of Hire at
Droitwich Spa Community Transport and have also completed Vehicle Induction and Training.

Print name Sign

Position Date

Droitwich Spa and Rural Council for Voluntary Services,
The Old Library Centre, 65 Ombersley Street East,
Droitwich Spa, Worcestershire, WR9 8QS
Tel: 01905 779778
E-mail: admin@droitwichcvs.org.uk

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