

# TERMS & CONDITIONS (SUMMARY)

This is a summary of our Terms & Conditions, which are included in this Handbook. You should read those Terms & Conditions carefully before signing the membership form. In the event of any conflict between this summary and our Terms & Conditions the Terms & Conditions shall prevail.

**Membership:** To use any of our services, your group must be a member of Wandsworth Community Transport (WCT). Membership is open to groups based in the Borough of Wandsworth or operating for the benefit of people living or working in Wandsworth, and to disabled individuals. The membership year runs from 1st April until the following 31st March. Annual membership charges are not refundable.

**Equal Opportunities and Complaints Procedure:** WCT is fully committed to the promotion of equality of opportunity both in the provision of its services and as an employer. Compliance with the Equal Opportunities Policy is a condition of membership. Complaints against Wandsworth Community Transport must be made through the complaints procedure. Members must agree to be bound by the disciplinary procedure if a complaint is made against them. Copies of the Equal Opportunities, Complaints and Disciplinary procedures are available on request from the office.

**Passenger Safety:** Compliance with the Code of Practice (Passenger Safety) contained in this Handbook is a condition of membership.

**Permitted Use:** Our minibuses are operated under a "Minibus Permit". This limits their use to educational, religious, social welfare, recreation or other activities of benefit to the community. Minibuses may not be used for private or profit-making purposes, or for any activities not related to those specified on the group membership form.

**Hire Period:** All charges are based on a 24-hour period. If the vehicle is returned later than agreed, an additional charge will be made according to the charges shown in this Handbook.

**Payment:** WCT requires that a named individual agree to be **personally** responsible for the payment of all bills and charges arising from the use of our services. WCT requires payment of a deposit in advance (based on your expected monthly bill) but offers 30 days credit once a satisfactory credit record has been established. Invoices must be paid in full no later than 30 days after the date of invoice; otherwise transport provision will be withdrawn.

**Drivers:** All drivers must be registered and assessed by WCT and trained for the vehicle they are going to use. Drivers **must** show their licence yearly or as and when requested, and must notify us immediately in the event of any accidents, convictions or illnesses that could affect their driving, or of any other material fact. They must have held a full UK driving licence for more than 2 years and be at least 21 years of age, although we prefer drivers to be over 25 unless already experienced with larger vehicles. They must have a clean licence (some minor offences may be accepted), and have a satisfactory accident and insurance claims history. Drivers with adverse accident or claims history may be accepted at our discretion, subject to an additional insurance 'excess'. Drivers who are involved in a collision or accident involving one of our vehicles will be required to undergo a re-assessment, which will be chargeable at the advertised rates.

**Insurance:** All our vehicles are provided with fully comprehensive insurance. This does not cover negligence on the part of the driver. See full Terms and Conditions for details.

**Fuel:** All charges include fuel, which should be obtained from a Shell garage using the account card in the vehicle. Where this is not possible, the cost of fuel bought will only be refunded on receipt of an original VAT invoice or till receipt.

**Accidents/Damage to vehicle:** WCT must be informed as soon as practicable in the event of any damage to the vehicle, and in any case within 24 hours.

**Breakdown and Withdrawal of Transport:** All our vehicles are maintained to very high standards and are covered by AA assistance and recovery. WCT does not warrant providing a replacement vehicle or any cover over and above that provided by our contract with the Autohomes and is not liable for any consequential losses. Where transport is reasonably withdrawn by WCT due to adverse weather conditions or other unexpected eventualities, WCT will not be liable for any consequential losses.

**Ultra Low Emission Zone Charges:** There is a £12.50 daily charge for our minibuses entering the ULEZ (same as the congestion charge zone). This is paid by us automatically and will be recharged to you on your invoice.

**Parking Tickets & Speeding fines:** Are the responsibility of the hirer. See full terms and conditions.

## **CODE OF PRACTICE (PASSENGER SAFETY)**

We believe that despite our general policies and practices in promoting vehicle and passenger safety, there are groups of people using our services (for example, children, elderly people, people with learning difficulties and disabled people) who may be particularly vulnerable.

As part of our overall safety policies, we have drawn up this Code of Practice to clarify the roles and responsibilities of Wandsworth Community Transport and the users of its services in further ensuring the safety of children and other vulnerable groups of people travelling in its vehicles. We welcome comment on this Code of Practice from group members, drivers and passengers at any time.

A minibus booking may typically involve four parties whose participation is required in following this code of practice:

- (i) Wandsworth Community Transport (WCT)
- (ii) The person(s) who makes the booking and organises the trip
- (iii) The driver
- (iv) The passenger

The roles and responsibilities of each of the above parties in following the Code of Practice are outlined below. The definition of a 'child' for the purposes of this Code of Practice is a person under 16 years of age.

### **(i) Wandsworth Community Transport**

All persons driving WCT vehicles have been assessed by us and have their driving licence examined once a year. If an organisation working with vulnerable adults or children requests us to provide a police checked driver, we will do so, but our driver is not to be counted as a supervising adult in these circumstances.

Groups working with children, elderly people or any other potentially vulnerable people must have and follow their own guidelines which are in addition to our standard safety policy and practices.

In addition to driver training, Wandsworth Community Transport will provide training in assisting and guiding wheelchair users and blind or elderly people, as well as in the use of the appropriate safety equipment.

### **(ii) Group organisers**

When using WCT transport, the group organiser must:

- Ensure that supervision is available at all times.
- Ensure that at least two adults known to the children (one of whom can be the driver) accompany them at all times during their journey until they are safely at their destination.
- Provide child seats if required and ensure proper fitting.
- Ensure that the supervisor has a list of passengers and contact details for each trip.

### **(iii) Drivers**

Once on the road, the driver is responsible for the legal operation of the vehicle and the safety of her/his passengers and other road users. In addition to following our general safety procedures, it is in the interests of the safety of our passengers and drivers that the driver observes the following points: The driver of a WCT vehicle must:

- Ensure that (s)he has been trained in assisting wheelchair users and in guiding blind or elderly people as well as being familiar in the use of ancillary equipment such as tailift, clamps etc., before undertaking any such work and that such equipment is used correctly.
- Ensure that all passengers (including wheelchair users) are aware of the need for wearing seat belts and that they use them, and also know how to release themselves in an emergency. Passengers who are unwilling to wear the seatbelt supplied should be advised that they cannot travel.
- Ensure that drivers have been supplied with the correct pickup addresses before embarking on their journey and that they know where to go.
- Take care to ensure a smooth ride for all passengers.
- Not smoke or allow other people to smoke in the vehicle.
- Ensure that luggage, shopping or unused wheelchairs are not causing an obstruction and are securely stowed.

### **(iv) Passengers**

WCT is concerned to ensure the safety of its passengers both during the journey, and also before and after the journey.

Passengers in WCT vehicles must:

- Wear the seatbelt provided.
- Remain in their seats until the vehicle has stopped.
- Consider their own and others' personal safety when travelling or waiting to travel.

## TERMS AND CONDITIONS OF USE (Full Version)

For the purposes of this agreement, the term "Lessor" refers to Wandsworth Community Transport, and the term "Lessee" refers to the person who has agreed (by virtue of having signed the membership application form) to be responsible for the payment of all bills for their member group.

1. The Lessor hereby rents to the Lessee and Lessee takes on rental the motor vehicle (herein called "the Vehicle") described on the booking form supplied when keys to the Vehicle are collected, subject to all the terms and provisions of this Agreement.
2. The Lessee will return the Vehicle, together with all tyres, tools, accessories and equipment in the same condition as when received, normal wear and tear excepted, to the Lessor at the time and on the date specified on the booking form supplied with the Vehicle, or sooner if demanded by the Lessor (such demand not to be made by the Lessor without reasonable cause).
3. The Lessee will:
  - (a) operate the Vehicle in a reasonable and responsible manner;
  - (b) ensure lubricants, water, antifreeze, tyre pressures and wheel nuts are checked daily and maintained to manufacturer's requirements;
  - (c) ensure the Vehicle is locked with keys removed, skylight (where fitted) closed, mirrors moved out of the traffic stream and the Vehicle left secured and safe when not in use;
  - (d) allow the Lessor to repossess or repair the Vehicle if the Lessor so requires with reasonable cause;
  - (e) where required, to use the tachograph disc and be responsible for ensuring that all legal requirements are met.
  - (f) comply with the Lessor's policies on Equal Opportunities and Passenger Safety.
4. The Vehicle will not be used:
  - (a) knowingly for any unlawful purpose;
  - (b) to propel or tow any other vehicle or trailer without prior permission of the Lessor;
  - (c) for racing, pacemaking, reliability trials, speed testing or driving tuition;
  - (d) for the carriage of goods except where the Vehicle is specifically so designed (e.g. Luton van);
  - (e) to carry a number of passengers and/or baggage which would cause the Vehicle to be overloaded;
  - (f) by any person other than the Lessee or who has been nominated as a driver by the Lessee and approved by the Lessor;
  - (g) by any person not holding a valid current driving licence or by a person outside the age restrictions referred in the Lessor's insurance policy;
  - (h) outside England, Scotland and Wales without the prior consent of the Lessor;
  - (i) for profit-making activities;
  - (j) for any activities not related to the activities of the Lessee's group as declared on the membership form;
  - (k) for any use not covered under 'Minibus Permit' regulations. *(Note: this limits the permitted use to educational, religious, social welfare, recreational or other activities of benefit to the community);*
  - (l) by any individual or group showing racist or sexist attitudes and behaviour, or prejudice against people on the grounds of disability, race, gender, age or sexual orientation.
5. The Lessee expressly acknowledges **personal** liability to pay the Lessor on demand:
  - (a) a mileage charge computed at the rates specified for the mileage covered by the Vehicle from the commencement of the rental until the Vehicle is returned (the number of miles over which the Vehicle shall be operated under this Agreement shall be determined by reading the speedometer installed by the manufacturer. If the speedometer fails, the mileage charge shall be made in accordance with the road map distance of the journey travelled);
  - (b) excess time, cleaning, ancillary and other miscellaneous charges at the rates specified or referred to in this Agreement;
  - (c) all fines and court costs for parking, traffic or other offences incurred in relation to the Vehicle by the Lessee from the commencement of hire until the Vehicle is returned except where caused through the fault of the Lessor;
  - (d) ULEZ charges if the vehicle enters the ULEZ zone in central London.
  - (e) The Lessor's costs to repair collision or other damage to the vehicle. Provided however, if the Vehicle is operated in accordance with all the terms hereof the Lessee's liability for such damage shall be limited to £250 where the Vehicle is to be driven by a person considered by the Lessor to have an adverse accident or claims history, £100 where the Vehicle is a light goods van or waived in the case of other Vehicles (unless otherwise advised in writing by the Hirer).  
*Please Note: the above waiver does not cover loss or damage to tyres, fuel caps, lost keys, aerials, any interior trim, damaged seats, audio equipment, tools and accessories, wheel rims, overhead (or other bodywork) damage to the Vehicle caused by the negligence of the Lessee.*
6. Unless evidence of a satisfactory credit rating has been supplied to the Lessor, a deposit will be paid by the Lessee, set at a figure which will cover the cost of the Lessee's expected monthly bills. This deposit will be held by the Lessor until such time as the Lessee has established a satisfactory payment history. Where the Lessor has agreed to give a credit facility to the Lessee, the Lessee will pay all invoices no later than the thirtieth day following the date of invoice. If the Lessee fails to pay any sum due from him under this clause on the due day for payment, the Lessee shall pay interest on that sum from the due date until payment in full at the rate of one per cent annum above the base rate for the time being of HSBC Bank plc, and further credit facilities will be withdrawn summarily; in addition, the Lessee will not be permitted to use any of the Lessor's vehicles until payment in full of the amount outstanding after 30 days is made. Cost of fuel bought by the Hirer will only be credited to the Lessee's account on receipt of an original VAT invoice or VAT till receipt.
7. The Lessor reserves the right to withdraw any credit facilities provided to the Lessee without notice and without giving reason. Credit facilities are likely to be withdrawn as a result of repeated late payment of invoices.
8. The Lessee must inform the Lessor as soon as reasonably possible and in any case within 24 hours, excluding public holidays and weekends, of any loss of, or damage occurring to the Vehicle and of any fault or defect, reasonably requiring repair, developing therein and must not in the case of damage or fault which makes the Vehicle unroadworthy or liable to cause danger to any person or property use the Vehicle until such damage or fault has been repaired or corrected. The Lessee shall not undertake any repair or correction to the Vehicle in excess of £25 without the prior consent of the Lessor.
9. The Vehicle is insured for breakdown assistance and recovery (see information in each vehicle for details) under a third party agreement. The Lessee participates as an insured under the Lessor's breakdown assistance and recovery policy. The Lessee does not warrant providing a replacement vehicle or any cover over and above that provided by the third

- party.
10. The Lessor shall not be liable for loss of or damage to any property left, stored or transported by the Lessee or any other person in or upon the Vehicle either before or after the return thereof to the Lessor. The Lessee hereby agrees to hold the Lessor harmless from, and indemnified against, all claims based upon or arising out of such loss or damage unless caused by the negligence of the Lessor.
  11. The Lessee shall not sell or offer for sale, assign, mortgage or pledge the Vehicle or the tools or equipment or any parts thereof or otherwise deal with the same in any manner inconsistent with the Lessor's ownership. The Lessee will not allow any lien upon the Vehicle, tools or equipment to come into existence except as concerns authorised repairs or emergency repairs subsequently authorised to the Vehicle. The Agreement shall be determined forthwith if a receiving order is made against the Lessee (or, being a company, the Lessee goes into liquidation, whether voluntarily or compulsory) or if the Lessee shall call a meeting of his, her or its creditors or if any distress or execution is levied against any of his goods, or if the Lessee shall not perform or observe all the stipulations herein contained on the part of the Lessee to be performed or observed, but such determination shall not affect any then existing rights of the Lessor whether for damage or otherwise. In any of such events the Lessee shall forthwith return the Vehicle to the Lessor, failing which the Lessor shall be at liberty to retake possession of the Vehicle and all costs and expenses incidental to recovery of the Vehicle incurred by the Lessor shall be repaid to the Lessor by the Lessee on demand.
  12. The Lessee participates as an insured under the Lessor's vehicle insurance policy and agrees to observe the terms and conditions thereof. A copy of the policy may be inspected on request at the office of the Lessor. The Lessee further agrees to protect the interest of the Lessor and the Lessor's insurance company in case of an accident during the term of rental by:
    - (a) making every endeavour to obtain names and addresses of parties involved and of witnesses;
    - (b) not admitting liability or guilt;
    - (c) not abandoning the Vehicle without adequate provisions for safeguarding and securing the same;
    - (d) calling the office of the Lessor by telephone even in case of slight damage; further, giving a detailed report in writing (including diagram) to the Lessor;
    - (e) notifying the police immediately if another party's guilt has to be ascertained or if people are injured.
  13. The Lessor has maintained the vehicle to at least the manufacturer's recommended minimum standards and warrants that the Vehicle is roadworthy and suitable for the purpose of renting at the commencement of the rental. The Lessor shall not be liable for damage arising from defects or mechanical failures, which are not attributable to any breach of this warranty or any warranty implied by law to take reasonable care or exercise reasonable skill. Nor shall the Lessor be liable for any indirect or consequential loss or damage except to the extent required by Section 7(2) and 13(1)(b) of the Unfair Contract Terms Act 1977 in dealing with a person, who neither makes the rental contract in the course of a business nor holds himself out as doing so and where the vehicle is of a type ordinarily supplied for private use. Nothing in these terms and conditions shall be deemed to exclude or restrict the Lessor's liability for death or personal injury resulting from negligence.
  14. The period of hire as specified on the booking form may not be extended without the express agreement of the Lessor.
  15. Any additions to or alteration of the terms and conditions of this Agreement shall be null and void unless agreed upon in writing by the parties.
  16. The Lessee will remain liable for the security and condition of the Vehicle until such time as the Vehicle is accepted into the custody of the Lessor or the Lessor's appointed Agent or Representative.

**THESE TERMS AND CONDITIONS FORM PART OF THE AGREEMENT**