

## 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 included within the UK only. The Policy Document with contact details are kept in the glove box.
- 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.

## 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 appropriate charge level, with a receipt provided to be clarified.
- Failure to refuel or recharge 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.

### **Seating Configuration**

- The seating configuration of the minibus must not be altered without prior written permission from Sevenoaks Town Council.
- Seats must not be removed, repositioned or adjusted beyond their normal operating position unless authorised by the Council.
- Any removable seats that are repositioned with Council permission must be securely refitted before the vehicle is returned.

### **Wheelchair Lift & Accessible Use**

- The minibus is fitted with a wheelchair lift and designated wheelchair restraint system. These must only be operated by drivers or assistants who have been shown how to use the equipment safely.
- 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 safely operate the lift or restraints, they must contact Sevenoaks Town Council before use.

## **8. Liability**

The Council accepts no responsibility for loss or damage to personal belongings left in the vehicle.

Insurance cover may be invalidated if these Terms & Conditions are breached.

## **9. 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.