## **Rolvenden Rocket**

## Terms & Conditions for Volunteer Drivers and Helpers, Members and Bookings.

Within this agreement, any reference to The Host means Rolvenden Parish Council

reference to The Councill means Ashford Borough Council and reference to The Supplier means Enterprise

- Before using the Rolvenden Rocket Minibus all users must first <u>register</u> members to the scheme and, once registered they will be issued with an identification number to use when booking.
- 2. The Vehicle must only be used to transport registered members of The Rolvenden Rocket- no third-party use of any kind is permitted.
- 3. The Driver undertakes to return the Vehicle in a clean and tidy condition using materials supplied by the Host. If this is not the case then the Host reserves the right to impose a charge of £50 for cleaning and valeting to the group.
- 4. All usage charges are based on the mileage from and to the host location, <u>Rolvenden</u>, <u>TN17 4ND</u>. The odometer start and finish readings must always be recorded by the Driver in the Drivers Logbook and the Driver Check List form completed on commencing and ending the use. This will be checked daily by the Host. Prior to being accepted, all <u>Drivers must first read and agree in writing to the <u>RoSPA Drivers Handbook</u> which is located in the vehicle glovebox, online, or from the Host by calling 07578657478</u>
- 5. Smoking Vaping or consumption of any HOT food or ALCOHOL is prohibited within the vehicle.
- 6. No animals apart from Guide Dogs can be conveyed in the vehicle without the prior agreement of Rolvenden Parish Council.

## The registered persons using the Vehicle must not:

- 7. Use the Vehicle for the carriage of loads in excess of the legal carrying capacity of the Vehicle or distribute loads unevenly.
- 8. Use or permit the Vehicle to be used for hire, driving tuition, racing, pace making, or competing in any rally nor for the propelling or towing of any other vehicle or any trailer nor for any illegal purpose whatsoever.
- 9. Exceed any of the manufacturer's recommendations in the use of the vehicle;
- 10. Use the Vehicle, or permit its use in any manner which would infringe any statutory regulation or order relating to the driving and parking of the Vehicle or cause danger to the public or persons in the Vehicle or risk damage to the Vehicle;
- 11. Carry in or on the Vehicle any goods, materials or produce which may damage the Vehicle or render it unfit to carry any other type of merchandise, or such other goods, materials or produce which may be hazardous or harmful to humans or other living beings;
- 12. Without the prior written consent of the Supplier effect any mechanical or other modification to the Vehicle, make any alterations or additions, fit any towing equipment or other accessories or non-standard tyres. Any additions, alterations or modified parts which may be made or incorporated (whether with or without consent) shall become part of the Vehicle and shall belong to the Supplier;
- 13. Remove or interfere with any identification marks or plates affixed to the Vehicle nor attempt or purport to do so nor permit the same without prior written consent of the Supplier;

- 14. Deface the paintwork or bodywork of the Vehicle nor add or erect any painting, signwriting, lettering or advertising to or on the Vehicle without the prior consent from the Supplier
- 15. Take or allow the Vehicle to be taken out of the United Kingdom mainland without the prior written consent of ABC and, if such consent is given, only on such terms as the Supplier shall notify. If the Vehicle is operated outside the United Kingdom mainland the Supplier makes no representation that the Vehicle complies with traffic or vehicle regulations in any such country and the Host hereby agrees that it is their responsibility to make sure that the Vehicle complies with the regulations of the country concerned;
- 16. Sell, assign, mortgage, let on hire or otherwise dispose of or part with possession of any Vehicle or part thereof or charge the benefit of this Account Agreement or any Rental Agreement nor attempt or purport to do any of these things.
- 17. The Membership using the vehicle is responsible for the payment of all parking, toll and congestion and other incidental charges organisers are advised to include these when evaluating their trips running costs, Any applicable unpaid charges received by the Host will be forwarded to the membership for payment
- 18. Drivers using the vehicle are responsible for any traffic offences committed by them during the hire.
- 19. The members leader and Host must ensure that Drivers are fully qualified and trained to the standards required with Blue Lamp to drive the vehicle concerned, this includes the <u>Driver accreditation</u> and <u>DBS check.</u>They must also read and sign agreement to the <u>ROSPA Drivers Handbook</u> and Safety Documents copies of which are available on the Minibus, Host Admin,or by telephone to <u>07578657478</u>.
- 20. The Host will not accept any liability from delays caused by circumstances beyond its control. This includes traffic accidents, road closures, Operation Stack or bad weather, minibus breakdown or other circumstances outside of the Hosts control.
- 21. The Driver must be between 21 and 75 years of age and must have held a full driving licence for the vehicle being hired for at least 2 years(note: 16-seat minibus may require the Driver to have category D1). Drivers are solely responsible for ensuring they are suitably licensed to drive the Minibus and will be required to present their licence to the host if required
- 22. The Host and ABC reserves the right to refuse to allow use of the vehicle to any member who, in the opinion of The host or The council, fails to take good care of the vehicle and/or otherwise fails to comply with these terms and conditions. Registered Drivers responsible for a blameworthy incident may be asked to undertake additional training. Drivers having more than one blameworthy incident will be excluded from driving the vehicle.
- 23. Prior to becoming a Volunteer Driver, the individual must provide Rolvenden Parish Council with their original valid Driving Licence (not a copy). Drivers with more than 3points on their licence cannot be accepted. Drivers must ensure that they fully understand the controls of the vehicle and it is their sole responsibility to ensure they are conversant with the operation of the vehicle and act and drive strictly within Rospa Handbook guidlines
- 24. The Driver will collect and return the vehicle at the agreed time to the Host location, Rolvenden Village Hall, TN17 4ND.and then return all keys and payments collected to the Key Safe located at 4 MonypennyRolvenden TN174 NF immediately after use.

- 25. The vehicle must be inspected by the driver prior to commencing the journey and on their return, with any damage being noted in the log book and also to complete the check list document. Drivers are responsible for reporting any new damage to the host as soon as reasonably practical. The Council and the Host will accept no liability for any incident arising from negligence on behalf of the driver in not conducting dutiful checks above. The vehicle will be provided by the Host with a full tank of Diesel for the journey. Should the vehicle need refuellingwhilst en route, Rolvenden Parish Council will reimburse the cost (on provision of a valid receipt).
- 26. If urgent assistance is needed or the vehicle has been involved in an accident please refer to the vehicle pack located in the glove box and if required call the host on 07578657478. A disposable camera is provided in the Glove Box for use in the event of an accident. A red warning triangle and 2 x hi-visibility vests are carried in the rear storage compartments of the vehicle for using in the event of an accident or breakdown.
- 27. The host reserves the right to cancel the provision of a minibus without prior warning.
- 28. The host reserves the right to refuse use of the vehicle to any member
- 29. The Council and Host reserve the right to amend these terms and conditions without prior warning. It is the users responsibility to read these Terms and Conditions before their journey.
- 30. Keys and collected Host money (fares) must not be kept by any driver or member or passed on to other users. They must always be returned immediately after use to the designated Key Safe at 4 MonypennyRolvenden<u>TN174NF</u>.situated by the wall at the front door. Call **07578657478** if further assistance is required.
- 31. Notwithstanding any of the above terms and conditions the host and members using the vehicle must ensure they do not breach any of the standard terms and conditions set out in the agreement between Enterprise and Ashford Borough Council.
- 32. By printing and dating below you confirm you have read and fully understand the terms and conditions in both this document and the Enterprise Agreement.
- 33. Hire charges will be applied as follows. First 50 miles £2 per mile,51miles and above charged at £1 per mile.A booking fee of £5 will apply to every booking and an Annual Group registration fee of £10 can be paid online or will be added to the first booking invoice and every year on the renewal date.

## I CONFIRM THAT I HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE TERMS AND CONDITIONS

Name of member / member registration number:
Print name of person booking:
Date: