

## North West Community Bus Association

### TERMS & CONDITIONS OF VEHICLE HIRE: GENERAL

01. Bookings for vehicle hires are only accepted from members of **NWCBA**. It is the responsibility of the member, not **NWCBA** to ensure that bookings made in the name of the member are made by authorised personnel. A member is responsible for the payment of any hire, accepted in good faith by **NWCBA**, booked in its name.
02. All accounts must be paid promptly. Invoices are sent out at the end of each calendar month, and must be paid within 30 days. **NWCBA** reserves the right to refuse bookings to any group whose account is overdue. Non-payment of invoices will result in loss of membership.
03. The invoice for any particular hire will be the responsibility of the hirer.
04. **Drivers and passengers are not allowed to smoke in any NWCBA vehicle.** **NWCBA** reserves the right to refuse hires from groups who persistently ignore this regulation, and reserves the right to levy a charge of £10 for clearing up debris caused by smoking.
05. Vehicles must be returned in a clean and tidy condition: all rubbish must be removed from the vehicle before the end of the hire. Failure to do so may result in a £10 surcharge being added to the hirer's invoice.
06. **NWCBA** reserves the right to ban a driver from driving any vehicle in the **NWCBA** fleet should that person allow another person who has not passed the MiDAS driver assessment (or who has not attended the relevant MiDAS training course[s], or who has not been through the relevant **NWCBA** vehicle familiarisation process) to drive a vehicle in the **NWCBA** fleet. In such circumstances, the driver(s) may be liable to prosecution.
07. **NWCBA** reserves the right to ban a driver from driving any vehicle in the **NWCBA** fleet if there are reasonable grounds for believing that person knowingly failed to report any damage to, or accident involving, a vehicle in the **NWCBA** fleet whilst it was in their care (i.e. during a hire).
08. Should a group fail to turn up for a booked hire, or give little or no notice of cancelling their hire, **NWCBA** reserves the right to levy a charge for each day cancelled.
09. Should a group persistently cancel their bookings, **NWCBA** reserves the right to levy a charge for each day cancelled, regardless of the length of notice given for the cancellation.
10. **NWCBA** reserves the right to reject, cancel or vary any booking if the purpose for which the vehicle is to be used is inconsistent with the aims, objectives or rules of **NWCBA**.
11. In the event of cancellation or change to a booking by **NWCBA**, no liability can be accepted for any loss, financial or otherwise, arising from our failure to provide a vehicle, and **NWCBA** cannot be held responsible for breach of contract in such circumstances.

### TERMS & CONDITIONS OF VEHICLE HIRE: SELF-DRIVE HIRE

12. Anyone driving a vehicle in the **NWCBA** fleet must be on **NWCBA Register of**

*Drivers* and have successfully undertaken the MiDAS driving assessment and relevant training course(s).

13. Should a driver provide false or inaccurate information at the time of registering with **NWCBA** and insurance cover is consequently invalidated, **NWCBA** reserves the right to take legal action against the relevant parties.
14. Drivers must notify **NWCBA** of any changes in the circumstances relating to their driving licence (including changes in health) which occur after they have completed the insurance form.
15. Any fines during self-drive hires resulting from illegal parking (including misuse of a Blue Badge) will be passed onto, and are the responsibility of, the hirer. **NWCBA** reserves the right to make payment and then recover the amount from the hirer.
16. Any prosecution of a driver arising from the use of a **NWCBA** fleet vehicle while on self-drive hire will be the responsibility of the hirer and/or driver. This includes any charges against a driver arising from vehicle defects.
17. Drivers must not drive whilst under the influence of drugs or alcohol.
18. Drivers must not indulge in dangerous driving, or abuse the vehicle.
19. Drivers must inspect the vehicle before and after each hire, and note down any damage or fault on the logsheet. Drivers must fill in the daily check list which is in each blue folder. Failure to do so may result in a surcharge of £10 being added to the hirer's invoice.
20. The hirer is responsible for maintaining correct oil and water levels, and correct tyre pressures, during the period of the hire.
21. The hirer may be liable for the cost of replacing a tyre if it is damaged beyond repair due to kerbing, or being driven on whilst it is flat or punctured.
22. Minibuses must be returned no later than the previously booked time. Should an unauthorised late return of a vehicle result in another group being unable to hire the vehicle at the time they booked, any resultant financial liability may be passed on to the first group. Wilfully keeping a vehicle beyond the booked time can be construed as taking the vehicle without the owner's consent. In such cases, **NWCBA** reserves the right to take any appropriate action to recover the vehicle. **NWCBA** reserves the right to levy an additional surcharge in the event of an unauthorised late return of a vehicle. **NWCBA** reserves the right to refuse hires from groups who are persistently late in returning vehicles.
23. Receipts for fuel, oil or minor repairs incurred during a self-drive hire must be returned to the **NWCBA** office, together with the logsheet and vehicle keys. Failure to do so will result in these costs NOT being deducted from the invoice.
24. Any accident or damage to the vehicle must be notified to **NWCBA** as soon as possible.
25. Engine damage resulting from the wrong type of fuel being used while on hire will be the responsibility of the hirer, who will have to pay the full repair costs.
26. It is the responsibility of the driver to re-fuel the bus after a hire, whenever possible. The driver must notify the **NWCBA** office if they have been unable to do so. The NWCBA reserves the right to levy a surcharge of £5 to the hire group for failing to take adequate steps to re-fuel the bus.