

EDCASTA

East Dartmoor Community & Schools Transport Association

CONDITIONS OF USE

(Revised FEBRUARY 2010)

1. Hire conditions

a) The registered user group will be charged for the use of the vehicle in accordance with the current rates for daily hire and mileage travelled.

b) Authority to hire will be given to a member of the registered user group by the EDCASTA Chairman.

c) It is the responsibility of the nominated registered user group member to see that all requirements of these conditions for hire and use are met by the driver, passengers, and the registered user group.

d) It is the responsibility of the registered user group to return the vehicle and keys at the agreed time or sooner. Unless otherwise agreed, the minibus should be returned to the FIRE STATION CAR PARK ensuring the entrance is not blocked in any way, and the keys to the Sparrowhawk Backpackers. Failure to return either may result in additional hire charges being incurred.

e) It is the responsibility of the hiring registered user group to ensure that the inside of the vehicle is clean and free from all litter when it is returned. Users who find the interior in an untidy state should report their findings to the Chairman as soon as possible.

f) The mileage and log book must be completed and signed at every hiring. Failure to do so may result in over-charging. See under 4b. Any anomalies should be brought to the Chairman's attention as soon as possible.

g) Should it prove necessary to refuel the vehicle during the period of hire, please ask for and retain all VAT receipts. These should be presented to the Sparrowhawk Backpackers when the keys are returned. Receipted fuel costs will be credited to the registered user group's hire account when it is calculated.

h) EDCASTA will not be responsible for any fixed penalty fines for parking offences nor for the cost of removing clamps from illegally parked vehicles. Any such charges will be passed to the registered user group incurring them.

i) Late cancellation of a booking may incur a cancellation fee, particularly if other registered user groups are thereby denied the use of the vehicle by the cancelled booking.

j) Accounts should be settled within 30 days of receipt. Failure to settle by the due date may incur additional charges.

2. Hire rules

- a) The consumption of alcohol in the vehicle is forbidden.
- b) Smoking in the vehicle is forbidden.
- c) The carrying of hazardous materials and material likely to spoil or damage the vehicle is forbidden.
- d) Registered user groups should seek advice from EDCASTA when carrying excess baggage or sporting equipment.
- e) The registered user group will be liable for the cost of repair for damage sustained to the vehicle if caused by the actions of the driver or passengers, and which cannot be attributed to normal wear and tear. Examples of such damage include broken arm rests, damaged seats, defective seat belts or seat belt anchors, burned out clutches, side wall tyre damage, broken mirrors, windows, etc.
- f) In the events of the minibus being forcibly and illegally entered, or being stolen, during a period of hire, it is the responsibility of the registered user group to inform the police as soon as possible, and to inform the Chairman

3. The driver

- a) Drivers are responsible for the safety of any passengers and the condition of the vehicle whilst it is hired to a registered user group. The driver is liable for prosecution if the vehicle is operated illegally.
- b) All drivers must be aged between 21 and 75 and hold a currently valid full UK driving licence, and have been approved in respect of the hire by the EDCASTA Chairman.

4. The driver's duties

- a) Drivers must ensure that the vehicle is safe and roadworthy before it is used, and that they are familiar with the contents of the Driver's Handbook, and with other notices in the minibus, before starting any journey.
- b) At the beginning of the journey, the driver must sign the log book and enter the starting Mileage. At the end of the journey, he must enter the finished Mileage in the log book.
- c) Drivers may not -
 - i. Carry more passengers than is legally permissible.
 - ii. Allow inappropriate behaviour by any passenger.
 - iii. Allow children to have the keys.
 - iv. Leave the vehicle unlocked, parked dangerously, or with the lights on unless legally required.
- d) Drivers will ensure that the emergency exit is unlocked at all times whilst the bus is being driven and/or has passengers on board, and that access to the emergency exit is clear at all times. It is the driver's responsibility to ensure NOTHING IS EVER ALLOWED TO IMPEDE ACCESS TO THE EMERGENCY

EXIT.

5. Breakdowns and accidents

a) In the events of the vehicle breaking down during the period of hire, one of the emergency phone numbers in the Driver's Handbook should be contacted for assistance.

EDCASTA cannot accept any responsibility for consequential loss in the event of, or as a result of, a breakdown, accident or other problem affecting the vehicle.

b) In the event of any accident or damage occurring to the vehicle, the driver must complete the ACCIDENT REPORT FORM, to be found in the minibus. Completed forms should be returned to the Chairman as soon as possible. Details of accident procedures are listed in the Driver's Handbook.

6. Insurance

a) An excess of *£150 applies to each claim for accidental damage to the vehicle, whilst it is being used by a registered user group. The registered user group is liable for payment of this amount irrespective of whether the damage was caused by the registered user group or through the actions of a third party. [*But see booking form for variations on this for certain drivers.]

b) If hired for travel to the continent a Green Card will be required. It is the responsibility of the registered user group to arrange for and to pay for the Green Card.

c) Any registered user group travelling abroad with the EDCASTA vehicle is required to arrange insurance cover to protect the vehicle and assure its return to Moretonhampstead.. Examples of such cover include AA Five Star, RAC, National Breakdown, Europe Assist, and other acceptable groups which offer adequate insurance.

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CHAIRMAN Contact details

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