



Minibus Users Agreement

In this Agreement the following terms shall have the meanings hereby respectively assigned them.

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| User: | The person named as such overleaf. |
| Driver: | The User and/or other person named as such overleaf or any other person specifically approved by Twynning Community Minibus (TCM) to drive the vehicle during the duration of this agreement |
| Excess Amount: | The sum specified overleaf as the excess amount. |
| Excess Waiver Contribution: | A Contribution calculated in accordance with TCM's current recommended contribution which limits the User's liability to pay the Excess amount to the amount of the non-waivable excess. |
| Vehicle: Accessories: | The original vehicle described overleaf or any replacement vehicle The spare wheel, tools and other items with which the vehicle is supplied and any replacement thereof |
| Period of Use: | The period from the date and time out stated overleaf until the re-delivery of the vehicle into the physical custody of TCM. |
| Non Waivable Excess: | The User's liability will be limited to the amount of the non-waivable excess if Excess Waiver is purchased in accordance with TCM's current recommended contribution or is part of an inclusive recommended contribution rate offered by TCM. |
| User Charges: | The charges for the period of use calculated in accordance with TCM's current recommended contribution. |
| Current Recommended contribution: | TCM's recommended contribution current at the commencement of use. |
| The Insurance Policy: | TCM's policy of insurance on the vehicle a copy of which is available for inspection with the organiser. |

The User acknowledges that:

- (a) the vehicle is fit for his purpose and undertakes to return it and its accessories to the place and on the date due back specified overleaf
- (b) they have received the vehicle free from apparent defects or damage (except as indicated) and agree to notify TCM prior to driving the vehicle to notify any additional damage
- (c) TCM has no liability in respect of any injury, loss or damage arising from the use of the vehicle, nor shall TCM be liable for any indirect loss or damage, or, in the case of consumers, damage which was not foreseeable by both parties
- (d) TCM shall not be liable to the user for any loss or damage to their personal property or belongings
- (e) TCM shall not be liable for damages arising from defects or mechanical failures which are not attributable to any breach of the manufacturer's warranty or any warranty implied by law to take reasonable care or exercise reasonable skill
- (f) the vehicle must not be used otherwise than on a public highway or a suitably paved area designed to carry motor vehicles
- (g) the vehicle is a diesel powered vehicle and any refuelling done must be done with the correct grade of fuel. All costs of using incorrect fuel whilst in the car of the user will be billed to the user

During the period of use the User shall keep the vehicle and its accessories in his or any approved driver's possession and free from legal process or lien and when not in use adequately protected and secured.

The User and any driver shall ensure that the vehicle will not be used:

- 1 for hire or reward or the carriage of goods in connection with trade or business
- 2 for racing, pace-making, rallying, speed testing, driving tuition or similar purposes
- 3 in any manner which might render void the insurance policy, or other contract of insurance.
- 4 for towing a trailer unless driver is licenced to do so and specific consent has been granted by TCM
- 5 for any illegal purpose or in contravention of any legislation affecting the vehicle, its use or construction.
- 6 by any person who:
 - (i) is not licensed to drive the vehicle
 - (ii) is less than 25 years of age or over 75
 - (iii) is under the influence of drink or drugs
 - (iv) has given a fictitious name or address
 - (v) has not been approved by TCM as a driver



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- (vi) has been convicted of a motoring offence the details of which have not been disclosed in writing to TCM at the commencement of the use
- (f) outside England, Wales or Scotland without prior written consent of TCM

The User agrees to pay on demand:

- (a) the agreed contribution, any account not having been paid within 28 days of invoice date will result in the user agreement being terminated and legal action taken to recover all amounts due together with all reasonable costs and administration charges
- (b) any appropriate Excess Waiver or additional insurance contributions, and any miscellaneous charges
- (c) the excess amount in respect of each incident resulting to damage or loss of the vehicle, its accessories or any property left stored or transported in or upon the vehicle
- (d) the full cost of uninsured damage to, or loss of the vehicle. This to include any damage to the vehicle mechanically or to the bodywork exterior and interior and the result of driver error, or User error
- (e) all fines and court costs incurred in relation to the vehicle by the User or TCM from the commencement of the use of the vehicle until the vehicle is returned to TCM, except where caused through the fault of TC
- (f) any Valued Added Tax, local or other taxes payable in respect of any of the above

The User shall compensate TCM in full on demand for any loss it suffers as a result of any damage, fire or theft to or of the vehicle including loss of revenue to TCM for the period during which the vehicle shall remain unavailable for use by reason of such matters and any claims made by any persons in respect of the vehicle whilst it is in the User's custody. Should the vehicle be deemed to be beyond economical repair, or stolen and not recovered, the donation will continue until settlement in full is received

The User and any driver shall:

- (a) ensure compliance with the terms, conditions and limitations of the insurance policy, which shall be deemed to be included in this agreement as if the same were fully set out herein
- (b) inform TCM immediately of any loss or damage to or fault developing in the vehicle
- (c) at the request and cost of TCM permit to be done in his own name all acts and things as may be reasonably required by TCM for the purposes of repairing the vehicle or enforcing any rights or remedies or of obtaining relief from other parties in respect of any loss or damage to or in connection with the vehicle or its accessories
- (d) indemnify TCM against any loss incurred by reason of any breach of this Agreement by the User or any driver
- (e) ensure that the maximum payload and individual axle plated weights are not exceeded
- (f) be responsible for the loading and unloading of the vehicle
- (g) obtain or maintain any necessary operator's licence or drivers records
- (h) the driver agrees to complete the daily trip log located within the minibus
- (i) be responsible for any congestion and toll charges for the duration of the booking
- (j) be responsible for looking after the vehicle and keys at all times during the hire period; the hirer will lock the vehicle when the vehicle is not in use, and pay for any lost key replacements
- (k) report to TCM and faults immediately they become apparent and not allow anyone to work on the vehicle without the consent of TCM

the User and any driver shall not:

- (a) without prior consent of TCM incur any liability for repairs to the vehicle in excess of £25
- (b) be the agent or servant of TCM for any purpose
- (c) make any claim for loss of or damage to any property left stored or transported in or upon the vehicle unless due to the negligence of TCM

Even if an excess waiver Contribution is paid, the User shall be responsible for the payment of any excess amount where the loss of or damage to the vehicle or its accessories arises from the negligent or wilful action of the User or any driver. This excess waiver cover shall not extend to any damage caused to any glass incorporated into the vehicle, its tyres or damage occurring above or resulting wholly or partially from damage above the gutter line of the cab. Loss of revenue billing will be charged where necessary, whilst the vehicle is under repair

The period of use as specified overleaf shall not be extended without TCM's express authorisation in writing and in any event the period of this Agreement shall not exceed 90 days

If the User does not comply with any of these conditions he shall return the vehicle to TCM immediately and pay to TCM on demand any loss it suffers in respect of the User's non compliance, failing which TCM shall be at liberty to retake possession of the vehicle and you hereby authorise TCM to enter onto your property to do so. All costs and expenses incidental to recovery of the vehicle shall be repaid by the User to TCM on demand

Any addition to or alteration of the terms and conditions of this Agreement should be agreed in writing by the parties

Nothing in these terms and conditions shall be deemed to exclude or restrict TCM's liability for death or personal injury resulting from negligence or any other liability of TCM which cannot be excluded as a matter of law