

Preston Community Transport Ltd. Multi-purpose vehicle: terms and conditions.

These terms and conditions set out what you can expect from us and what we expect from you regarding this vehicle.

In these terms and conditions (a) "the Company" means Preston Community Transport Ltd (b) "the Member" means the person, firm or organisation by or on behalf of whom vehicles are booked under these Terms and Conditions (c) "Authorised Driver" means the driver(s) additional to the Member approved by the Company. The Member will ensure that any Authorised Driver will comply with these Terms and Conditions (d) "Vehicle" means the Vehicle described overleaf (e) "TPI" means Third Party Insurance relating to Third Party motor liability (f) "Insurer" means the insurance company with which TPI is arranged.

Any additions to or alteration of the terms and conditions of this Agreement shall be null and void unless agreed upon in writing by the parties.

1. The Company agrees to allow the Member to use and the Member agrees to take the Vehicle on the Terms and Conditions as set out herein and on the specific insurance considerations on the reverse of the member form.
2. The Member will pay the Company on demand all charges due hereunder including where relevant, sums in respect, surcharges, additional charges and VAT or other taxes thereon:
 - a. A daily rate (inclusive of VAT) will be charged. A day is a period of 24 hours (or part thereof) from the agreed time of start of the booking.
 - b. Excess time, cleaning, ancillary and other miscellaneous charges at the rates specified or referred to in this Agreement;
 - c. The Company's costs to repair collision or other damage to the vehicle. Provided however, if the Vehicle is operated in accordance with all the terms hereof the Member's liability for such damage shall be limited to £250.
 - d. Please note: the above waiver does not cover loss or damage to tyres, fuel caps, lost keys, aerials, any interior trim, damaged seats, audio equipment, tools and accessories, wheel rims, overhead (or other bodywork) damage to the Vehicle caused by the negligence of the Member.
 - e. In the event of puncture repair, the hirer (you) is liable for any and all costs incurred and for the avoidance of doubt the company will not reimburse the hirer for puncture repair while the vehicle is in their care. In a case where a puncture was caused by an event which in the opinion of a reputable automotive mechanic would only have been visible by removing the wheel from the vehicle the company and the hirer will equally share the costs.
 - f. Government taxes and other levies will be charged as required by current legislation unless included in charges.
3. The Member agrees to make all payments due to the Company by cash, cheque or bank transfer. An invoice can be issued after the booking if required. The company does not currently have credit or debit card facilities.
4. There will be no additional charge for TPI. The Company will always require a current, full driving licence held for at least 12 months prior to rental, and reserves the right to inspect such a licence. TPI will not cover loss of or damage to the Vehicle caused by driver abuse. Vehicles for which TPI are taken out are booked by the Member on the condition that the Member complies with their respective terms and conditions. The Insurer will not accept liability for loss and damage caused while a vehicle is used by a Member who does not comply with these terms and conditions. The Member agrees to make any payment necessary to put the Company in the same position as it would have been in if the breach of the relevant terms and conditions had not occurred. The Member will supply any information concerning the driver(s) of the Vehicle to the Company upon

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demand and undertakes to allow the Company direct access to the driver(s) of the Vehicle and will fully co-operate in obtaining such access. The Member will use his/her best endeavours to supply full details of any Third Party Vehicle involved in any accident with the Vehicle.

5. The Company reserves the right to inspect the driving licence and to verify the address of all proposed drivers and the Member undertakes to ensure that any authorized driver using the Vehicle meets the standards.
6. The Member acknowledges that notwithstanding the provisions of (4) above they have a duty to ensure that all reasonable care is taken of the Vehicle against damage or loss throughout the booking period. The Member accepts responsibility for any loss or damage to the Vehicle caused by his/ her wilful act or negligence. This includes but is not restricted to responsibility for any loss or damage to the Vehicle or its accessories as a result of theft occurring when the Member or a member of his/ her group has left the keys in or with the Vehicle and the Member hereby indemnifies the Company against such loss or damage.
7. The Member undertakes to ensure:
 - a. that the Vehicle is not subject to overloading in respect of number of persons or weight of goods carried within the Vehicle during the booking period.
 - b. that any child seats used comply with and are fitted in accordance with current legislation.
 - c. that all hazardous items and substances, such as medical gases, are secured and carried in accordance with health and safety requirements.
 - d. that the Vehicle is not used outside mainland UK (England, Scotland, Wales and Northern Ireland).
8. The Member undertakes to return the Vehicle with all tyres, tools, audio equipment and other accessories including wheelchair securing equipment in the same condition as when received, normal wear and tear excepted, to the place at the time and on the date set down in the booking agreement, or sooner if demanded by the Company (such demand not to be made by the Company without reasonable cause). If special cleaning is required for whatever reason the Company will make a separate charge to cover the cost of any cleaning and/or repair work required.
9. The Company undertakes to provide a Vehicle to the Member which is in good working order and which functions satisfactorily throughout the booking period. The Company has maintained the vehicle to at least the manufacturer's recommended minimum standards and warrants that the Vehicle is roadworthy and suitable for the Group Transport booking at the commencement of the booking period. The Company shall not be liable for damage arising from defects or mechanical failures, which are not attributable to any breach of this warranty or any warranty implied by law to take reasonable care or exercise reasonable skill. Nor shall the Company be liable for any indirect or consequential loss or damage except to the extent required by Section 7(2) and 13(1)(b) of the Unfair Contract Terms Act 1977 in dealing with a person, who neither makes the booking in the course of a business nor holds himself out as doing so and where the vehicle is of a type ordinarily supplied for private use. Nothing in these terms and conditions shall be deemed to exclude or restrict the Company's liability for death or personal injury resulting from negligence.
10. If the Vehicle breaks down during the booking period (but only for reasons attributable to the Company's negligence or wilful default), the Company will use its best endeavours to place the Member in the position which he would have been in had the breach not taken place. The Vehicle is insured for breakdown assistance and recovery (see information in the Vehicle for details) under a third party agreement. The Member participates as an insured under the Company's breakdown assistance and recovery policy. Therefore the Company will, where the Vehicle breaks down in mainland UK, arrange, as soon as reasonably practicable after being informed of the breakdown recovery and repair of the Vehicle so that it is rendered functional, to a satisfactory extent, for the remainder of the booking period. The Company does not warrant providing a replacement vehicle.
11. Where the Vehicle develops a fault during the booking period owing to any reason whatsoever, the Member undertakes to inform the Company immediately, and not to use the Vehicle while it is in an un-roadworthy condition.

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12. The Member must inform the Company as soon as reasonably possible and in any case within 24 hours, excluding public holidays and weekends, of any loss of, or damage occurring to the Vehicle and of any fault or defect, reasonably requiring repair, developing therein and must not in the case of damage or fault which makes the Vehicle unroadworthy or liable to cause danger to any person or property use the Vehicle until such damage or fault has been repaired or corrected. The Member shall not undertake any repair or correction to the Vehicle in excess of £25 without the prior consent of the Company.
13. The Member participates as an insured under the Company's vehicle insurance policy and agrees to observe the terms and conditions thereof. A copy of the policy may be inspected on request at the Company's office. The Member further agrees to protect the interest of the Company and the Company's insurance company in case of an accident during the term of rental by:
 - a. making every endeavour to obtain names and addresses of parties involved and of witnesses;
 - b. not admitting liability or guilt;
 - c. not abandoning the Vehicle without adequate provisions for safeguarding and securing the same;
 - d. calling the Company's office by telephone even in case of slight damage; further, giving a detailed report in writing (including diagram and photographs taken on the camera supplied by the Company) to the Company;
 - e. notifying the police immediately if another party's guilt has to be ascertained or if people are injured.
14. In the event that the Member requires a Vehicle for a longer period than the agreed rental period the Customer must notify the Company during office hours 0930-1630, Monday to Saturday:
 - a. in the case of daily booking at least 2 hours prior to the termination of the agreed booking period;
 - b. in the case of longer bookings at least 24 hours prior to termination of the agreed booking period.
15. Extension of the booking period is at the Company's discretion.
16. In the event that the Member fails to notify the Company of such requirement or that the Company does not agree to the extension his/ her authority to retain said Vehicle may, at the Company's discretion, terminate and, in that event, the Customer will become liable for any loss or damage, including the cost of providing a vehicle to other Members at commercial rates, incurred by the Company as a result.
 - a. The Company reserves the right, in the event of such failure of notification, to use such lawful means as it may choose to recover said Vehicle.
 - b. If the rental is to be extended beyond 28 days the Member must notify the Company of the mileage of the Vehicle.
 - c. In the event that during a booking the Vehicle reaches the mileage at which a routine service is due the Member undertakes to notify the Company and make that Vehicle available to the Company for such servicing to be carried out or for the Vehicle to be replaced at the Company's discretion.
17. The Member is liable for all penalties incurred during the rental period including, but not restricted to, parking, clamping, bus lane and speeding fines, congestion and compound charges and in addition when the Company has to provide the Member's details to the authority levying such penalty, or it remains unpaid the Member shall also be charged no more than an amount equivalent to the actual cost of the penalty.
18. At the termination of the booking it is the Member's responsibility to ensure that the Vehicle is returned to the Company's office or to another place agreed by the Company.
19. If the Vehicle is seized by HM Customs & Revenue or the Immigration Authorities the Member shall be charged for any Civil Penalty and restoration charges and loss of income whilst the Company cannot rent out the Vehicle.

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20. The Member will:

- a. operate the Vehicle in a reasonable and responsible manner.
- b. ensure lubricants, water, antifreeze, tyre pressures and wheel nuts are checked daily and maintained to manufacturer's requirements.
- c. ensure the Vehicle is locked with keys removed, mirrors moved out of the traffic stream and the Vehicle left secured and safe when not in use.

21. The Vehicle will not be used:

- a. For the carriage of passengers or property for hire or reward or other for profit-making activities.
- b. For racing, pace-making, reliability trials, speed testing or driving instruction.
- c. To propel or tow any other vehicle or trailer.
- d. To carry roof or cycle racks.
- e. In violation of the provision of any legislation, order or regulation affecting the use, loading or condition of the Vehicle or for any illegal purpose.
- f. Outside mainland United Kingdom without the express agreement of the Company.

22. The Vehicle will not be driven by any person:

- a. Other than the Member or an Authorised Driver.
- b. Who is under or over the age specified by the Company from time to time (details of which will be available at the time of reservation).
- c. Who has not held a valid full driving licence for a minimum period of 24 months.
- d. Who is under the influence of alcohol, hallucinatory drugs, narcotics or barbiturates.
- e. Whose driving licence is subject to restrictions due to disability or infirmity.

23. The Member acknowledges that any property placed within the Vehicle is there at his own risk and that the Company has no responsibility for such Property.

24. The Member will at the Company's request do all required by the Company on its behalf and on behalf of the Insurers and permit his name to be used by the Company for enforcing any rights or remedies against any persons in connection with the Vehicle.

25. The Company will not either on its own behalf or on behalf of the Insurers, waive any of its rights hereunder except in writing signed by a duly authorised representative of the Company or the Insurers respectively.

26. The Company reserves the right not to reimburse any repairs in excess of £25 not authorised in advance by the Company. Receipts should be retained to claim reimbursement.

27. The Company reserves the right to terminate the booking to which this agreement refers if it becomes aware of any breach by the Member of these Terms and Conditions. Upon breach of the above terms and conditions the Company may give your personal details to credit reference agencies, the Driver & Vehicle Licensing Authority (DVLA), HM Revenue & Customs, the police, debt collectors, and any other relevant organisation.

28. The Company shall not be liable for loss of or damage to any property left stored or transported by the Member or any other person in or upon the Vehicle either before or after the return thereof to the Company. The Member hereby agrees to hold the Company harmless from, and indemnified against, all claims based upon or arising out of such loss or damage unless caused by the negligence of the Company. The Customer will remain liable for the security and condition of the Vehicle until such time as the Vehicle is accepted into the custody of the Company or the Company's appointed Agent or Representative.

29. The Member shall not sell or offer for sale, assign, mortgage or pledge the Vehicle or the tools or equipment or any parts thereof or otherwise deal with the same in any manner inconsistent with the Company's ownership. The Customer will not allow any lien upon the Vehicle, tools or equipment to come into existence except as concerns authorised repairs or emergency repairs subsequently authorised to the Vehicle. The Agreement shall be determined forthwith if a receiving order is made

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against the Member (or, being a company, the Member goes into liquidation, whether voluntarily or compulsory) or if the Member shall call a meeting of his, her or its creditors or if any distress or execution is levied against any of his goods, or if the Member shall not perform or observe all the stipulations herein contained on the part of the Member to be performed or observed, but such determination shall not affect any then existing rights of the Member whether for damage or otherwise. In any of such events the Member shall forthwith return the Vehicle to the Company, failing which the Company shall be at liberty to retake possession of the Vehicle and all costs and expenses incidental to recovery of the Vehicle incurred by the Company shall be repaid to the Company by the Member on demand.

- 30. Clear Air Zone charges must be paid when entering any of the following cities: Bath, Birmingham, Bradford, Bristol, Greater Manchester (under review), Portsmouth, Sheffield, and Tyneside – Newcastle and Gateshead, London and various cities in Scotland.**

(failure to pay the charges will make the hirer liable for all penalty charges).