

Moor House Adventure Centre – YIF Minibus



Booking form and T&Cs

Please ensure you read the enclosed Terms and Conditions before completing this booking form.

About the hirer		
District		
Group		
What are you hiring for?		
Contact name		
Contact email address		
Contact phone number		
Dates and times		
Pick up date/time	dd/mm/yyyy hh:mm (9am-5pm, 7 days a week)	
Drop-off date/time	dd/mm/yyyy hh:mm (9am-5pm, 7 days a week)	
Authorised drivers – please note eligibility requirements for drivers and provide a check code for each driver from https://www.gov.uk/view-driving-licence		
Driver name	Last 10 characters of driving license number	Check code

On behalf of the organisation listed above, I can confirm that I am authorised to enter into this agreement. I have read and agree to the Terms and Conditions, having noted the damage charges and eligibility requirements for drivers.

Signed	Date

Please email this form to bookings@moor-house.org.uk who will, subject to availability of the minibus, confirm your booking.

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Terms and conditions

Definitions Durham Scout County Council is referred to as Durham Scouts.

'The vehicle' refers to the minibus owned and run by Durham Scouts.

1 USE BY ORGANISATIONS

- 1.1 Only bona-fide groups and districts within Durham Scout County, plus Moor House Adventure Centre in connection with its business undertakings shall be eligible to use the vehicle. The minibus is specifically not insured for any other groups.

2 CONDITIONS OF DRIVING THE VEHICLE

To be eligible to drive the vehicle, drivers must:

- 2.1 Be aged between 21 years to 70 years inclusive.
- 2.2 Hold a current category B1 driving license and have held a full UK Driving license for at least two years. Employees of Durham Scouts require a D1 driving license.
- 2.3 Have no endorsements, penalties or disqualifications within the last five years – unless expressly agreed with Durham Scout's insurers.

When placing a booking for the vehicle, Durham Scouts will use the DVLA's online system to check each driver's license to ensure that no driver has any endorsements, penalties or disqualifications within the last five years. Drivers are obliged to inform Durham Scouts of any endorsements, penalties or disqualifications that occur between the time of booking and the hire period.

Minor offences & claims may not necessarily prevent use of the vehicle – but this is at the discretion of Durham Scouts' insurers.

- 2.4 Hold a "Proof of competence" usually in the form of a current MiDAS (Minibus Driver Assessment Scheme) certificate or hold a current category D1 driving license.
- 2.5 Be registered on the booking form when hiring the minibus.
- 2.6 Only used within the UK

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- 2.7 Not be driving for hire or reward. Any employees of Durham Scouts may drive the minibus but will require a D1 driving license and that GB driving rules apply when being driven.

3 BOOKING OF VEHICLE

- 3.1 Booking is on a strictly first come first-served basis though Durham Scouts reserve the right to restrict use of the vehicle in certain circumstances (i.e. repeated use on popular holiday weekends by one user thereby restricting the activities of others). Speculative bookings that are regularly made and regularly cancelled may lead to restrictions being placed on the parties concerned.

- 3.4 The County Executive shall reserve the right to refuse booking to any organisation for whatever reason.

4 RESPONSIBILITY OF THE USER OF THE VEHICLE

The organisation using the vehicle shall be responsible for:

- 4.1 The driver checking the condition of the tyres, the oil and water levels, the presence of first aid kit & fire extinguisher, the conditions of seatbelts & the general state of the vehicle (these checks must be signed for to demonstrate that they have been undertaken). In addition a check should be made of the fuel levels. THE ABOVE CHECKS SHOULD BE UNDERTAKEN BEFORE TAKING THE VEHICLE OUT - THIS IS THE LAW.
- 4.2 Ensuring the current mileage reading is correctly entered in the logbook upon collection & return of the vehicle to Moor House.
- 4.3 Ensuring that the vehicle is driven within the law. It should be noted that the speed limits applying to this vehicle are different from those for a passenger car.
- 4.4 Ensuring that only those drivers listed on the booking form drive the vehicle. It should be noted that drivers not registered are NOT INSURED & thus drive at the risk of the booking organisation.
- 4.5 The vehicle only being used for a valid purpose relating to the organisation which booked it. The vehicle may not be used for any purpose which may be regarded as 'taxi business'.
- 4.6 The organisation using the minibus bus display an exemption permit from the

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Road Traffic Act in terms of "hire or reward" use. Known as a Section 19 permit, which is specific to the hiring organization. For more information see <https://www.gov.uk/government/publications/section-19-and-22-permits-not-for-profit-passenger-transport>.

- 4.7 The safety & security of keys. Users are responsible for the cost of replacement of any damaged/lost keys or along with any associated costs.
- 4.8 The security of the vehicle. When left unattended, the vehicle is to be locked.
- 4.9 Should the vehicle be stolen and subsequently recovered and it can be proved that the user of the vehicle (or the last user to return the vehicle to the compound should it be stolen from the garage) did not correctly secure the vehicle then the user will be responsible for the insurance excess payment which currently is a maximum of £150.00.
- 4.10 For the insurance excess (£150.00) of any 'at fault' insurance claims or the cost of repairs whichever is the lower. In addition, the user is responsible for the cost of making good any damage to the vehicle which Durham Scouts deem to be willful (i.e. torn seats, broken or damaged fixtures & fittings). Repair of damage is to be arranged by Durham Scouts, not by individual organisations.
- 4.11 Leaving the vehicle in a clean & tidy condition. All litter is to be removed and if necessary swept out. Should the vehicle be returned in an unsatisfactory condition, Durham Scouts reserves the right to make charges for valeting at a cost of £10 per hour or part thereof. Durham Scouts will clean the outside of the minibus on a regular basis.
- 4.12 For ensuring that any faults, problems etc., are reported **immediately by telephone** to Durham Scouts - a list of contacts may be found with the vehicle literature on the log sheet clipboard.
- 4.13 For ensuring the vehicle is not overloaded. The vehicle BY LAW may carry 16 passengers plus a driver.
Each passenger must have an individual seat and seat belt which must be used.
- 4.14 For ensuring that the vehicle is used only for the purpose it was designed for i.e. carrying passengers. It is not permissible to carry goods or overnight luggage within the vehicle.
- 4.15 For ensuring that the vehicle is not used for towing.
- 4.16 For ensuring that wheelchair ramps are only used by prior arrangement and by

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trained operatives.

- 4.17 Fueling the vehicle and returning the vehicle with the same amount of fuel (or more) than was present when the hire commenced.
- 4.18 Paying any road traffic fines which may be incurred through usage of the vehicle. Should Durham Scouts be notified of such fines, it will notify the hiring organisation immediately and ask the hiring organisation to declare who was driving the vehicle at the time of the fine.

5 RESPONSIBILITIES OF DURHAM SCOUTS

The user of the vehicle will not be responsible for (and therefore should not undertake):

- 5.1 Maintenance, adjustments, changes, modifications, fitting of any accessories or additions whatever the nature (including stickers, signs etc.)
- 5.2 Accidental damage over and above the value of insurance excess (currently £150) (as defined by Durham Scouts) to the vehicle provided that Durham Scouts is informed of any damage (however minor) immediately.
- 5.3 Cleaning of the outside of the vehicle.

In addition, Durham Scouts shall provide...

- 5.4 Breakdown cover, including roadside assistance, home start and recovery for the vehicle and passengers. Details are to be found in the information booklet inside the minibus.
- 5.5 Fully comprehensive type insurance cover.
- 5.6 To adapt the minibus for wheelchair users when required and ensure that all necessary equipment is available.

6 COST

- 6.1 The current charge to hire the vehicle is as follows:
- Sunderland and Darlington Districts (and groups within) - £10 per day
 - Any other group in Durham Scout County - £50 per day
- 6.2 Invoices will usually be dispatched at least monthly and immediate payment is then expected.

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7 GENERAL

- 7.1 The organisation booking the vehicle shall be responsible for ensuring that it is used properly and not mistreated in any way.
- 7.2 The right to refuse booking, withdraw future use, disregard any driver, cancel bookings, make fair charge for wilful damage is reserved. It should be noted that Durham Scouts is a registered charity.

Use of the Durham Scouts vehicle constitutes the acceptance of all terms contained herein by the organisation that you represent. Failure to adhere to these terms & conditions may lead to further action by Durham Scouts not least the refusal of any future use.