

**AGREEMENT FOR USE
OF THE WIRRAL MENCAP MINIBUS**

SPECIFIC CONDITIONS

Date					
Parties	<p>(1) WIRRAL MENCAP a registered charity in England and Wales (Charity Number 1153742) and a registered company limited by guarantee in England and Wales (Registered Number 08668735) of 42-44 Market Street, Birkenhead, Wirral, Merseyside CH41 5BT (“Wirral Mencap”)</p> <p>(2) [GROUP OR ORGANISATION NAME] [a registered charity in England and Wales (Charity Number [●])] of [address] (“Organisation”)</p>				
Agreement	This Agreement, for the use of the Wirral Mencap minibus (the “ Minibus ”), is comprised of these specific conditions, and the attached Terms and Conditions of Use with the accompanying schedule.				
Term	<p>The period commencing on:</p> <p>a) the date of this Agreement; or</p> <p>b) the date of the first Period of Use,</p> <p>whichever is earlier and ending a year (365 days) after the commencement date.</p>				
Period of Use	The date(s) during the Term of each occasion the Organisation is authorised to use the Minibus in accordance with the terms of this Agreement. Such date(s) shall be at all times subject to prior agreement by Wirral Mencap.				
Name of Driver(s)	Insert the name of the driver(s) of the Organisation				
Representatives	<table border="1"> <tr> <td>Wirral Mencap</td> <td> Representative: Sharon Nicholson snicholson@mencapwirral.org.uk </td> </tr> <tr> <td>Organisation</td> <td>Representative: [name and email address]</td> </tr> </table>	Wirral Mencap	Representative: Sharon Nicholson snicholson@mencapwirral.org.uk	Organisation	Representative: [name and email address]
	Wirral Mencap	Representative: Sharon Nicholson snicholson@mencapwirral.org.uk			
Organisation	Representative: [name and email address]				

This Agreement has been entered into on the date stated above.

EXECUTION PAGE

Signed by **Sharon Nicholson** for and on behalf)
of **WIRRAL MENCAP**:)
)

Duly Authorised Person

Organisation to amend the below execution block as appropriate to conform with its constitution.

Signed by **[name of duly authorised person]** for)
and on behalf of **[NAME OF**)
ORGANISATION]:)

Duly Authorised Person

TERMS AND CONDITIONS OF USE

USE OF MINIBUS

1. Notwithstanding this Agreement, use of the Minibus during the Term by the Organisation shall be at all times at the discretion of the Trustees of Wirral Mencap and is subject to Wirral Mencap's consent that all relevant documentation has been received and checked.
2. The Organisation shall only use the Minibus during a Period of Use.
3. The Minibus shall be used, without charge, by groups or organisations that benefit local people with a learning disability. Donations may be made towards the running costs and will be welcomed but are not a requirement.
4. The Minibus must only be used for social, domestic and pleasure purposes within the UK to benefit local people with a learning disability.
5. The Minibus must be used by non-commercial bodies only and must not be used for hire or reward.
6. The Minibus must not be used to tow a trailer.

RESPONSIBILITIES REGARDING DRIVERS

7. Subject to the terms of this Agreement, only the drivers who are named in the Specific Conditions are authorised to drive the Minibus.
8. The Organisation shall procure that its drivers do not at any time hold themselves out as an agent, employee or in the control of Wirral Mencap.
9. The Organisation take full responsibility for assessing and confirming the competency of their drivers and must provide training to them as necessary (this also applies to use of the tail-lift) to ensure the driver drives with care and consideration and complies with all applicable road traffic laws and regulations.
10. The Organisation shall procure that all drivers complete and sign the driver's declaration in the form set out in the Schedule (as updated and amended by Wirral Mencap from time to time) (the "**Driver's Declaration**") and present to Wirral Mencap both their driving licence and check code from the DVLA prior to use.
11. The Organisation will ensure only drivers who have signed the Driver's Declaration and presented Wirral Mencap with their driving licence and DVLA check code are allowed possession of the Minibus keys and will not allow the keys to be passed onto another driver without Wirral Mencap's consent or allow an unauthorised driver to drive the Minibus. If the Organisation becomes aware that the keys to the Minibus have been lost, the Organisation will notify Wirral Mencap immediately.
12. The Organisation will procure that the driver will provide Wirral Mencap with a new check code from the DVLA each time they drive the Minibus if more than 21 days has passed since a check code was provided to Wirral Mencap.
13. The Organisation must ensure the drivers are driving on a voluntary basis and shall not, and shall procure that drivers shall not, charge passengers fees (unless the Organisation has a valid section 19 permit and are covering fuel costs only).
14. Drivers must be 25 years of age or older and must have held a full UK or equivalent EU driving licence for at least 2 years.

15. All drivers must have a valid DBS certificate with the named Organisation.
16. Drivers must have prior experience driving a minibus.
17. Drivers must not have any unspent driving convictions (points on their licence) or have been refused insurance or had special conditions imposed. In the event the Organisation becomes aware of any unspent or new or potential driving convictions, the Organisation must notify Wirral Mencap immediately and ensure that the driver no longer drives the Minibus while any investigation is pending and may only resume driving once confirmation has been received that the driver has not received any driving convictions.
18. The Organisation must notify Wirral Mencap if a driver reaches the age of 70 during the Term (as the insurance policy will not automatically cover drivers over this age).
19. The Organisation must notify Wirral Mencap of any changes to scheduled drivers and will not allow any new drivers to drive the Minibus until Wirral Mencap have provided their consent to such new driver and the new driver presents Wirral Mencap with their driving licence and check code from the DVLA and signs the Driver's Declaration. Once consent is given by Wirral Mencap, the name of the driver shall be deemed to be included in the Specific Conditions.
20. The Organisation must ensure the driver is medically fit to drive the Minibus and will notify Wirral Mencap immediately if the Organisation becomes aware of any circumstances which may affect the driver's ability to drive the Minibus.
21. The Organisation shall procure that the drivers keep confidential the entrance code to the Thomas Court car park at all times.
22. Any parking and speeding fines and any other penalties during the use of the Minibus by the Organisation will be passed onto, and are the responsibility of, the Organisation. Wirral Mencap reserves the right to make payment of any fine or penalty in full and without challenging it and then recover the amount from the Organisation. The Organisation shall also be responsible for any additional fees or loss that may arise should any penalty be paid late or left unpaid.
23. Any prosecution of a driver arising from the use of the Minibus while on self-drive hire will be the responsibility of the Organisation and/or driver. This includes any charges against a driver arising from vehicle defects.
24. The Organisation has in place and shall maintain adequate employer's and public liability insurance to provide adequate cover against any losses that might arise from their driver's use of the Minibus during the Term and shall provide a copy to Wirral Mencap upon request.

OTHER RESPONSIBILITIES

25. The Organisation and driver are responsible for any fuel used and will ensure fuel is topped up to the same level as on collection every time the Minibus is used.
26. The Organisation will procure that the driver checks and maintains the oil, water, washer fluid, tyre pressure and safety of passengers before embarking on journeys.
27. The Organisation will procure that the driver inspects the vehicle before and after each journey, and note down any damage or fault on the logsheet.
28. The Organisation shall procure that the driver shall take all reasonable precautions to protect the Minibus from loss of or damage to the Minibus or its contents by theft or attempted theft or an unauthorised person taking and driving it including, without limitation, not leaving the Minibus unlocked or with the keys in or on it, and each time the driver leaves the Minibus, all on-board equipment/ items must be switched off or closed, including air conditioning unit, roof vents and windows.

29. The organisation shall procure that the driver shall take all reasonable measures to return the vehicle in a clean and tidy condition, removing and disposing of any litter.
30. The welfare and safety of passengers is the responsibility of the driver and/ or escorts whilst using the vehicle and the driver will not carry more passengers than is recommended by the Minibus' manufacturer.
31. The Organisation 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.
32. The Organisation will provide, and procure that its drivers will provide, as soon as possible upon request, any documents or assistance that might be required by Wirral Mencap's insurers from time to time.

ACCIDENTS AND BREAKDOWNS

33. In the event of an accident or incident (however small), the Organisation will:
 - a. procure that the driver immediately reports such accident or incident to Wirral Mencap;
 - b. procure that the driver does not admit fault;
 - c. procure that the driver makes a note of all relevant details, including (without limitation):
 - i. any other party's (including witnesses) name, address and contract details;
 - ii. the vehicle registration, make and model of any other vehicle involved (if any) and the other party's insurer's name and policy number;
 - iii. any injuries to anyone involved;
 - iv. the number of passengers in the other vehicle (if any);
 - v. the name and number of any police officer who attends the scene of the accident; and
 - vi. any unusual behaviour from the other person and the direction they take when they leave the scene;
 - d. take photos of the Minibus and any other vehicle involved (if any) and the scene of the accident (if safe to do so);
 - e. not investigate any event or claim; and
 - f. pass all information and co-operates, and procures that the driver passes all information and co-operates, in any way with Wirral Mencap's, or their insurance provider's, investigation (if any).
34. In the event of any fault or break down of the Minibus, the Organisation will procure that the driver immediately reports to Wirral Mencap and follows any instructions provided.
35. Any engine damage resulting from the wrong type of fuel being used will be the responsibility of the Organisation, and the Organisation will have to pay the full repair costs.

RETURN OF THE VEHICLE

36. The Minibus must be kept in a clean condition and all rubbish removed before the bus is returned.
37. The Minibus must be returned no later than the end date of each Period of Use. Wilfully keeping a vehicle beyond the end date can be construed as taking the vehicle without Wirral Mencap's consent. In such cases, Wirral Mencap reserves the right to take any appropriate action to recover the vehicle.
38. Wirral Mencap reserves the right to refuse use from groups or organisations that are persistently late in returning vehicles.
39. Receipts for fuel, oil or minor repairs incurred during a self-drive hire must be returned to the Wirral Mencap office, together with the logsheet and vehicle keys.

INSURANCE

40. Wirral Mencap is responsible for insuring the Minibus.
41. In the event of an accident or incident that necessitates Wirral Mencap making an insurance claim for repairs to the minibus, the Organisation understands and agrees to pay the Insurance excess amount in full. Wirral Mencap reserves the right to make payment of the Insurance excess and then recover the amount from the Organisation.
42. Should a driver provide false or inaccurate information at the time of registering with Wirral Mencap, and insurance cover is consequently invalidated, Wirral Mencap reserves the right to take legal action against the relevant parties.
43. The Organisation understands and agrees that if the conditions of use above or the terms of the drivers declaration are breached, it may cause Wirral Mencap's insurance to be compromised and/or invalidated and the Organisation may be responsible for and will pay to Wirral Mencap all costs of any detrimental consequences, loss and/or damage that may arise as a result.

This is for your information only. Please keep attached to the contract. We will provide a separate copy of the declaration for each of your drivers to sign.



SCHEDULE
DRIVER'S MINIBUS DECLARATION

Minibus Declaration (drivers)

Every person that drives the Wirral Mencap minibus (the “**Minibus**”) must sign the following declaration and present their driving licence and a check code from the DVLA (“**Check Code**”) either prior to, or on collection of the keys, the first time they drive the Minibus. If the driver drives the Minibus on subsequent occasions more than 21 days after the date they last provided a Check Code to Wirral Mencap, the driver will provide Wirral Mencap with a new Check Code. This information will be kept on file for future reference.

Declaration:

I _____ (full name) of _____ (name of group/ centre/ organisation) (the “**Organisation**”) declare that:

1. I am driving on a voluntary basis
2. I am 25 years of age or older
3. I have held a full UK or equivalent EU driving license for at least 2 years and have no current convictions on my license (points)
4. I have prior experience of driving a minibus and have been deemed competent by the Organisation named above (also applies to use of tail-lift)
5. I am medically fit to drive the Minibus and am not aware of any pre-existing or current conditions that might affect my ability to drive. In the event of any changes in my health condition that might affect my ability to drive, I will notify the Organisation and Wirral Mencap and I will cease driving immediately
6. I will drive with care and consideration and will comply with all applicable road traffic laws and regulations. I understand I am responsible for all parking and speeding fines and any other penalties while driving or using the Minibus and any additional fees or loss that may arise should any penalty be paid late or left unpaid
7. I understand that I cannot charge passengers fees (unless the Organisation has a Section 19 permit, we are recouping fuel costs only and Wirral Mencap have provided prior consent)
8. I have never been refused insurance or had special conditions imposed
9. I have disclosed any car insurance claims (including ‘non-fault’ claims) I have made in the last five years below:

10. I will notify Wirral Mencap if I reach 70 years of age during the period that I will drive the Minibus and I understand the insurance policy will not automatically cover drivers over this age
11. I will notify Wirral Mencap straight away of any changes to the status of my driving license (including, without limitation, if I receive any notification of potential driving convictions or points)
12. In the event of any accidents or incidents however small, I will:
 - (a) immediately report such accident or incident to Wirral Mencap;
 - (b) not admit fault;
 - (c) make a note of all relevant details, including (without limitation):
 - (i) any other party's (including witnesses) name, address and contract details;
 - (ii) the vehicle registration, make and model of any other vehicle involved (if any) and the other party's insurer's name and policy number;
 - (iii) any injuries to anyone involved;
 - (iv) the number of passengers in the other vehicle (if any);
 - (v) the name and number of any police officer who attends the scene of the accident; and
 - (vi) any unusual behaviour from the other person and the direction they take when they leave the scene;
 - (d) take photos of the Minibus and any other vehicle involved (if any) and the scene of the accident (if safe to do so);
 - (e) not investigate any event or claim; and
 - (f) pass all information and co-operate in any way with Wirral Mencap's, or their insurance provider's, investigation (if any)
13. In the event of any fault or break down of the Minibus, I will immediately report to Wirral Mencap and will follow any instructions provided
14. I will not use the minibus to tow a trailer
15. I will be in possession at all times of the Minibus keys and I will inform Wirral Mencap immediately if I lose the keys
16. The keys will not be passed onto another driver without the prior consent of Wirral Mencap and I will not allow any unauthorised driver to drive the Minibus
17. I will keep the entrance code to the Thomas Court car park confidential at all times
18. I will check the oil, water, washer fluid, tyre pressure and safety of passengers before embarking on journeys
19. I understand that the welfare and safety of passengers is the responsibility of me and/ or escorts whilst using the Minibus

20. I will not carry more passengers than is recommended by the Minibus' manufacturer
21. I am responsible for any fuel I use and I will top the fuel back up to the same level as on collection every time the Minibus is used
22. I will keep the Minibus in a clean condition and ensure all rubbish is removed before the bus is returned.
23. I will take all reasonable precautions to protect the Minibus from loss of or damage to the Minibus or its contents by theft or attempted theft or an unauthorised person taking and driving it including, without limitation, I will not leave the Minibus unlocked or with the keys in or on it, and each time I leave the Minibus I will turn off/ close any onboard equipment, including air conditioning unit, roof vents, tail lift power supply and windows
24. I have declared any relevant medical conditions below (for insurance purposes):
-
25. I will drive the Minibus on behalf of the Organisation only and I will not hold myself out as an agent, employee or in the control of Wirral Mencap at any time
26. I understand that I must comply with the above declarations and that, if I do not, Wirral Mencap's insurance may be compromised and/or invalidated. In that event, Wirral Mencap may look to the Organisation to cover Wirral Mencap's reasonable costs that may arise as a result its insurance being compromised and/or invalidated.

Signed: _____ Date: _____

For office use only:

Please tick this box to confirm that you have checked the driver's driving license and check code from the DVLA for convictions and validity (i.e. in date, and compliant with conditions above) and issued the driver with a copy of the Volunteer Drivers Handbook (RoSPA)

Checked by: _____ Date: _____