



COMMUNITY FLEET

GENERAL TERMS AND CONDITIONS OF VEHICLE USE

Please read these Terms and Conditions carefully as they apply when using vehicles from the Brighter Futures Community Fleet.

VEHICLE AVAILABILITY

Vehicle images are for guidance only and may differ from the supplied vehicle. Vehicle measurements and descriptions are approximate. All vehicles borrowed will be supplied as per the category of vehicle and specific makes/models cannot be guaranteed. If the requested vehicle is not available at the time of Pick up/Delivery, an alternative vehicle of the same category may be supplied. We do not offer any guarantee on the make or model of the vehicle you will receive.

Brighter Futures reserves the right to refuse any rental and to cancel any bookings due to the serious inclement of weather and operational problems beyond their control. Brighter Futures also reserves the right to change terms and conditions without any notice. For further details please contact hello@brighterfutureshyl.co.uk.

AGE LIMITS & DRIVING EXPERIENCE

All Drivers must be between the age of 25-70 years for the use of our vehicles.

All drivers must have minimum driving experience of 2 years for the use of our vehicles.

Licence restrictions may apply. Please consult the DVLA for more information.

USE OF FLEET VEHICLE REQUIREMENTS

Full UK Driving Licence (front & rear) with DVLA Code or EU Driving Licence (front & rear) or Full Non-UK/Non-EU Driving Licence along with International Driving Permit.

An email or written letter from your organisation confirming the use will be for community benefit.

All drivers must have a full driving licence for minimum of two (2) years which entitles the driver to drive the specific Vehicle.

We reserve the right to refuse the use of the Vehicle if any of the Driver has received an endorsement for dangerous driving, driving whilst drunk or on drugs, theft or unauthorised taking of vehicles or if you have been disqualified for twelve (12) months or more or if you have more than 6 current points on your licence (minor offences only).

We will refuse the rental of the Vehicle if the driver has the endorsements of AC, BA, CD, DD, DR, IN, UT and TT (within five (5) years of offence); or has had two (2) or more periods of disqualification.

VEHICLE RETURN AND GRACE PERIOD

You shall return the Vehicle in the same condition as was identified in the Vehicle Inspection Report (fair wear and tear accepted).

You must return the Vehicle to the agreed location and on agreed return date & time.

You will remain liable for the Vehicle until the keys for the Vehicle have been handed to our caretaker and the Vehicle Inspection Report is signed by you. If you return a Vehicle to any of our premises outside business hours, you must leave the keys in a location that we have agreed in advance and the Vehicle will be your responsibility until the time at which the delivery location agreed by us opens for business and you shall be liable to us for all losses we suffer during this time.

You shall have a grace period of 59 minutes to return the vehicle. Failing to return the vehicle within the grace period will incur charges.

Rentals may be extended subject to availability by contacting our caretaker and arranging an extension during time of original rental.

FUEL & MILEAGE

You must return the vehicle with the same fuel level you received it. If you do not return the Vehicle with the same fuel level, you shall be liable to pay Re-fuel Surcharge (the cost of putting any additional fuel into the Vehicle together with an Admin Charge of £20).

INCORRECT FUEL: If the driver or someone else fill the Vehicle with the incorrect fuel, you shall be responsible for paying the cost of all repairs required to the Vehicle as a result and is not covered under insurance excess/any insurance package.

We have a Fair Usage Policy of 150 miles per day applicable to all the Vehicles. If you expect to cover mileage greater than 150 miles, please consult our caretaker prior to collection.

VEHICLE EUROPE HIRE

Brighter Futures Fleet vehicles are ONLY to be used in the UK.

YOUR GENERAL OBLIGATIONS

During the Rental Period you shall:

keep the Vehicle fully protected and always secured.

not attempt to nor give anyone legal rights over the Vehicle.

if applicable, register and pay for any days the Vehicle will operate in the congestion zone in London in accordance with Congestion Charging Law.

Pay all the Parking Tickets/Traffic Fines/Toll Charges. Additional Admin Charges applies if we receive any unpaid Penalty Charge Notices/Traffic Fines/Toll Charges.

Check the vehicle daily as per the provided checklist.

ensure the Vehicle is driven using reasonable skill and care and in accordance with any applicable road use rules (including the Highway Code and other applicable laws);

ensure that no smoking is carried out in a Vehicle; ensure that the Vehicle is not used by any person under the influence of alcohol or drugs; and

if requested by us make the Vehicle available for inspection, service or repair work.

During the Rental Period you shall ensure that the Vehicle is not used:

for business or commercial use including for the carriage of passengers for hire or reward.

for any illegal purpose or in contravention of any Regulations affecting the Vehicle, its use or construction.

for any off-road driving (including competitive racing of any nature);

You shall ensure the Vehicle is not driven by any driver other than you and any Named Driver.

You shall not modify or alter the Vehicle in any way without our prior written consent and you shall be liable for all costs incurred by us to reverse such modifications.

You must report accidents to our caretaker immediately or as soon as possible after the incident.

DAMAGE, FAULT AND THEFT

You shall inform us immediately if any Vehicle is Damaged, a fault develops in any Vehicle (including if a warning light comes on) or a Vehicle is otherwise lost or stolen.

You shall supply us with a police crime reference number if a Vehicle is stolen.

You shall, at our request:

carry out all acts and things as may be reasonably required by us for the purpose of repairing or recovering a Vehicle.

enforce any rights or remedies against or obtaining relief from other parties.

deliver to us every document of any kind received by you relating to any claim involving the Vehicle where an accident or incident has occurred.

provide all assistance as is reasonably required by us in relation to the defence or investigation of any claim involving the Vehicle where an accident or incident has occurred including not aiding or abetting any claim against us; and

ensure all information is accurate, complete and not misleading.

You acknowledge and agree that:

You are not entitled to make any claim against us for loss of or damage to any property left stored or transported in or upon the Vehicle.

If any act or omission or failure to comply with these Terms & Conditions by you causes or contributes to the invalidation of the manufacturer's warranty of the Vehicle, you will be responsible for any or all costs incurred by us that are associated with this invalidation.

If the vehicle is returned with damage, you will be sent the cost of the repair excess for the damage and you will be liable to pay for it in full.

Hidden Damage: Some damage will not be apparent on post-rental inspection, such as damage caused to inaccessible parts of the vehicle (e.g., the engine, fuel tank or clutch) or hidden by adverse light or weather conditions. We reserve the right to re-inspect the vehicle at our premises for such hidden damage and if we find any such damage, you will remain liable for them.

Any queries regarding damage need to be addressed to hello@brighterfuturesrhyl.co.uk and one of the team members will be in touch with a response.

FINES

You will be responsible for paying all the fines, which includes but not limited to: All charges and legal costs for any congestion charge, road-traffic offence or parking offence, or any other offence involving the rental vehicle, including costs from the vehicle being clamped, seized or towed away. Any fixed penalty offence committed in respect of the vehicle under the traffic acts during that rental period; and any excess parking charge incurred in respect of the vehicle during that period by an order under section 45 or 46 of the road traffic regulation act 1984. A charge in respect of our costs of administering the penalties.

We may pay Penalty Charges/Traffic Fines/Toll Charges (including speeding fine) commenced by you and invoice you for it. You agree to refund any payment in this event.

In some cases, we may supply your details to the issuing authority who will contact you directly in relation to the fine.

We will charge you an administration fee of £15.00 in respect of the processing of these penalty charge notices/parking charges/toll charges/traffic fines.

INSURANCE

Your use of the Vehicle is covered by the terms & conditions of our insurance policy. The insurance policy meets all legal requirements and protects you against legal claims from any person for death or personal injury or damage to any other person's property caused using the Vehicle. Exclusions to the policy will be Overhead height damage, tyre damage, under carriage damage and windscreen damage.

You must comply with these Terms & Conditions so that our insurance policy is not invalidated. Our insurance does not protect you for loss or damage to the Vehicle caused by driver, negligence or breach of these Terms. If our insurance cover is declined as a result of your, or any Named Driver's, actions or omissions or any failure to comply with these Terms, you will be required to pay us any and all reasonable costs and losses that we incur or suffer as a result. This includes the paying us for all our reasonable costs caused by any claim against us or our insurers including:

paying the value of the replacement of Vehicle; and/or

paying the cost of repair of the Vehicle.

You shall be responsible for all loss we suffer if you damage the roof of the Vehicle, Tyre, Windscreen or under-carriage. The cost of such damage is excluded from the insurance, and you will be required to pay the full insurance excess in that case.

COMPANY OWN INSURANCE (COI): If your organisation would like to insure the vehicle then we must obtain a copy of the company's insurance certificate in advance. The insurance provided must be fully comprehensive and will be held on our file. It is the customer's responsibility to ensure the vehicle supplied is then registered on the Motor Insurance Database for the duration of hire.

In the inclement of weather, your liability shall remain up to the standard insurance excess, even if you reduced your liability by purchasing the excess reduction/extra cover. Brighter Futures reserves the right to cancel any or all excess reduction/extra cover in the inclement of weather.

PAYMENT & DEPOSIT

Use of the minibus is free to community groups.

We ask that a security deposit of £50, the deposit will be returned should no breaches of these terms or damage arise from use.

We accept deposits in cash or by all credit or debit cards.

ADDITIONAL CHARGES & ROADSIDE ASSISTANCE

If the keys to the Vehicle are lost by you, we may need to replace the full lock set in the Vehicle for security reasons. In such circumstances you will be responsible for the cost of doing so.

If we are required to provide roadside assistance, or repair or recover the Vehicle, we may charge you for doing so unless the issue is not caused or contributed to by you. You may be charged a call out fee plus the cost of repairs. The circumstances in which you may be charged include, but are not limited to, the following situations:

The wrong fuel is placed in the Vehicle.

The Vehicle lights are left on.

A puncture occurs.

A windscreen/roof/under-carriage is damaged.

The Vehicle is damaged; and/or

An accident or incident occurs.

If roadside assistance is required, please call the contact numbers provided for breakdown recovery. In the case that you are unable to contact with the nominated breakdown assistance company.

INSURANCE & LIABILITY

Copies of our insurance policy for the vehicles can be downloaded from our website and are also kept in the glove box of every vehicle.

You will comply with the terms & conditions of the relevant insurance policies.

Apart from fair and wear or damaged caused by Acts of God you will (regardless of fault) be responsible for any or all loss of or damage to the vehicle (including any reduction in value of the vehicle that remains after repair).

In the case of loss of the vehicle or theft of the vehicle, you must pay any fees, storage fees, towing costs and any reasonable administration costs of processing any of these claims.

You agree to comply with the use restrictions in this agreement.

We will not be liable to you, or any Named Driver, under this contract for any loss or damage caused by us or our employees in circumstances where:

there is no breach of a legal duty of care owed to you by us or by any of our employees.

such loss or damage is not a reasonably foreseeable result of any such breach; and any increase in loss or damage results from a breach by you of any term & conditions of this contract.

You agree not to use or allow the Vehicle to be used for any commercial or business purpose (including for the carriage of passengers for hire or reward) and we have no liability to you for any loss of profit, loss of business, business interruption, loss of anticipated savings or interest, loss of earnings, loss of margin, loss of use, loss of contract, loss of goodwill or loss of reputation.

We will not be liable to you, or any Named Driver, for any loss of or damage to property left, stored or transported in or upon a Vehicle unless such loss or damage was caused by our negligence.

If you, or any Named Driver, fail to comply with any of these terms, you will be responsible for any losses and damages we suffer as a foreseeable result of your, or a Named Driver's, breach or negligence. This includes, for example, any losses and damages we suffer as a result of:

any parking, lighting, loading or unloading offence.

any breach of the Vehicle Excise and Registration Act 1994;

any excess charge incurred under the Road Traffic Regulation Act 1984;

any charges made by any statutory or regulatory body as a result of seizure of the Vehicle together with any loss of rental income arising whilst the Vehicle is seized.

any liability arising under any Congestion Charge law.

where applicable liability arising under any other regulations where liability is imposed on the owner; and any breach of any road traffic related legislation.

CANCELLING A BOOKING

You may cancel any booking on or before the Start Date, we require at least 48hrs notice of cancellation where possible.

TERMINATION

We reserve the right to terminate any booking and repossess the Vehicle(s) (at your expense) at any time and without giving notice for any serious breach by you, or any Named Driver, of these Terms & Conditions, or if we reasonably believe you, or any Named Driver, are in serious breach of these Terms & Conditions.

Upon termination of a Booking, you will immediately return the Vehicle or Vehicles to which the booking relates to one of our local depots or our duly authorised agent at such place as we may appoint. If you do not do so we may repossess the Vehicle or Vehicles at your expense wherever it may be.

Termination of any booking does not affect the rights or liabilities of the parties under this clause, or which have accrued on or before termination.

DATA PROTECTION

You shall ensure that any personal information that is disclosed to us in connection with these terms & conditions is disclosed in accordance with all applicable laws relating to privacy (including the Data Protection Act 1998) to enable us to use such personal information in accordance with our Privacy Policy.

If you are providing personal information to us relating to a third party, you confirm that you have the consent of the third party to share such personal information with us and that you have made the information in our privacy policy available to the third party.

We may use any personal information we obtain in connection with these terms & conditions for the purposes of verifying identity; processing your vehicle rental or purchase; anti-money laundering; insurance administration and claims and such the other purposes set out in our privacy policy. We may also use personal information we receive in connection with these terms & conditions for marketing purposes in accordance with any marketing preferences we have received.

We may share any personal information with other members of our Group, insurers, law enforcement agencies, regulatory bodies, credit reference agencies, the DVLA and other third parties (which includes third parties we use to assist us with our marketing activities).

This clause will continue in full force after termination of a booking.

PARKING OF BRIGHTER FUTURES FLEET VEHICLES

Please see our guidance document for details of parking / storage for the vehicles.

ELECTRONIC COMMUNICATIONS

You agree that any notice, agreement, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

MODIFICATIONS

We reserve the right, in our sole discretion, to modify, suspend or discontinue any part of the website booking system at any time, without notice or liability to you or any third party. We also reserve the right, in our sole discretion, to impose limits on certain features and services.

PET POLICY

We do not permit any non-service animals in hired vehicles. However, the use of service animals is allowed with prior arrangement with Brighter Futures Senior Management Team. Please be aware that renters/drivers are responsible to any damage done to the vehicle by their pets and will be charged a cleaning fee for pet hair if found. To avoid cleaning fees, vehicles should be returned clean and free of pet hair. Brighter Futures reserve the right to use the £50 deposit to clean and restore the vehicle to the condition it was received in.

SMOKING POLICY

All vehicles are explicitly non-smoking. Additional cleaning fees will apply if a vehicle is returned in a condition where it needs to be extensively cleaned and deodorized due to smoking. If you are in a rental vehicle that seems to have been smoked in, please reach to your renting location or contact our customer

service team. (Our definition of smoking **includes the use of any vaporisers (vapes) in our vehicles.** Brighter Futures will reserve the right to prohibit any future hire if this policy is breached.

DELIVERY AND COLLECTION POLICY

A Delivery and Collection service is subject to availability. Brighter Futures reserves the right to cancel the delivery and collection service at any time without prior notice.

You must ensure that when arranging collection or delivery of any vehicles you must be available to receive and inspect them at the given location so that any instances of damage no matter how minor are noted and agreed by both the parties.

You will need to show your driving license and other credentials when taking delivery of the hire vehicle. You shall be liable to pay all the traffic charges (such as congestion, toll, etc.) applicable to avail the vehicle delivery and collection facility.

In the event you require Delivery or Collection outside of working hours, you must contact us in advance so that we can confirm whether this is possible.

If a vehicle is ready for returning or collection, the client is fully responsible for the vehicle until the keys are handed to Brighter Futures staff at the clients' premises. In case of delays, you understand and agree to keep the vehicle for an additional period of 24 hours after the time the rental finishes for us to collect the vehicle, during this time you are responsible for the vehicle; this includes Parking Costs, Damage and Theft, and any other associated costs involved.

If we do not receive documents and credentials before 72 hours prior to booking, we will not be able to deliver or collect vehicle if opted.

COMPLAINTS

If you have any disagreement/complaint, please contact us through email at hello@brighterfutureshyl.co.uk or trustees@brighterfutureshyl.co.uk We will try to resolve any disagreements quickly and efficiently.