**Community Transport (Colchester & Maldon)**

Group Transport Terms & Conditions

1. The office is open **Monday to Friday 9am – 5pm**, excluding Public Holidays. **Phone lines are manned from 9.00 – 15.30** and a **24 hour answering machine** is set up in our absence.
2. All requests for travel must be booked on the Group booking form and returned to the office for confirmation of availability of a vehicle and a driver. **Please do not** book travel direct with our drivers.
3. Any concerns should be taken up with the office and **not** the driver. Travel can only be altered with the prior approval of the office and **not** with the driver.
4. Booking should be made at least 5 full working days prior to the day you wish to travel and is subject to driver and vehicle availability.
5. Community360 reserves the right to cancel any travel in the event of unforeseen events or unavoidable circumstances.
6. **Only service user** groups registered with Community360 may use the Community Transport Scheme. Fees, set by the Community360, must be paid and all documents properly signed to ensure access to services. User registration is renewable annually.
7. Each minibus is available for use by groups within the terms of a permit held by Community 360, issued under Section 19 of the Transport Act 1985. Minibuses must not be used for private gain or profit making activities. Any use outside the terms of the permit is illegal and will lead to suspension or cancellation of the organisation and the driver and potential prosecution by VOSA (Vehicle and Operator Services Agency).
8. The scheme is **unable** to provide escorts to assist with travel. Drivers are **not** trained in passenger assistance and are only expected to provide a steadying hand or assist carrying bags where necessary.
9. The Group must complete the travel form in full to inform the office of any non-transferrable wheelchair users to ensure that the correct number of wheelchair restraints are supplied. The Group must also inform the office of the make and weight of any electric wheelchairs that are to be carried/occupied in the minibus as soon as possible and in any case at least 5 working days before travelling. A separate risk assessment must be carried out for any wheelchair users travelling in an electric wheelchair. It is advisable that all wheelchairs to travel should be brake tested.
10. **Drivers:**
* Drivers must be registered with Community360 or the member Group
* All drivers must be assessed by Community360 and trained for the vehicle they are going to use following MiDAS guidelines. MiDAS training can be provided by Community360 for member Groups where applicable (as long as driving Community360 minibuses) at a cost to the group (phone for up to date costs).
* Drivers must have the category D1 entitlement on their license to drive minibuses with a seating capacity of up to 16 passenger seats in England. If the car license does not have category D1, permission may still be granted to drive minibuses providing the driver is aged 21 or over; held a car (Cat B) license for at least 2 years; the driver is providing a service on a voluntary basis and the minibus maximum weight is not more than 3.5 tonnes (excluding specialist equipment).
* Drivers must re-register every 12 months, providing driving license and current MiDAS certificate.
* Drivers must notify Community360 immediately of any accidents, convictions or illnesses that could affect their driving, or of any other relevant information.
* Drivers should have a clean driving license (some minor offences may be accepted). Failure to disclose any penalty points may result in the insurance cover for the driver and passengers being limited in the event of an accident.
* Drivers who are involved in a collision or accident involving one of our vehicles will be required to undergo a re-assessment, which will be chargeable at the advertised rate.
* All drivers are deemed to be voluntarily employed by Community360 whilst driving their vehicles and are responsible to Community360 as well as the group for their driving.
* Community 360 will notify the name of any driver breaking the law to the police if requested to do so. Community360 reserves the right to suspend indefinitely any driver from driving Community360 vehicles.
1. All Groups are expected to return the vehicle in the same condition that it was collected in and ensure that the inside of the vehicle is clean and free from rubbish. There will be a charge made to the account of any group that does not comply with this. If the vehicle is found to be dirty on collection, this must be reported to a member of staff before the vehicle leaves the depot and written acknowledgement will be given. Community360 reserves the right to decide what charge is levied and can suspend them from using the service until an agreement has been reached.
2. **Log sheets** - Drivers must record on the log sheets provided the following information:
* Start and finish mileage
* Time of collection and return
* Existing and fresh damage or defects
* Verification that tyres, lights, oil, brake fluid, first aid kit and fire extinguisher have been checked. The vehicle keys and log sheet will only be issued once the driver has produced an up to date MiDAS certificate.
1. **Accidents / damage to vehicle:** Community360 must be informed as soon as practicable of any accidents or damage to the vehicle. Wherever possible, photos must be taken of damage to vehicles (including Third Party vehicle(s)), property or item and a detailed account provided to the office. Drivers should inspect the vehicle for damage and cleanliness before leaving the depot and note it on the vehicle log sheet. Any damage caused should be noted on the log sheet and reported to a member of staff upon return. Damage to the interior of the vehicle other than caused by a road traffic accident, will be charged. The Incident/Accident process must be followed
2. **Insurance:** The Policy Excess for each and every accident involving any damage or loss to the vehicle or third party is the responsibility of the Group. The excess amounts are as follows:
* **£150** Standard Policy Excess in respect of accidental damage, fire or theft
* **£350** for drivers aged 21-24 (driver details to be disclosed & confirmed to insurers prior to booking)
* **£500** for drivers over 70 (driver details to be disclosed & confirmed to insurers prior to booking)
* **£75** Windscreen/Glass
1. **Booking Times:** Drivers / groups must adhere to the booking times when taking and returning vehicles. If a vehicle is returned late, a charge will be made to the group.
2. **Cancellation:** Community360 reserve the right to charge groups if cancellations are made within 3 days from the time of the booking.
3. **Charges and payment:** Cost of travel is £1.20 per mile with a minimum charge of £40 per trip. Any trips in excess of 100 miles, please call the office for a quote. Invoices are sent out monthly and payment is required in full within 14 days.
4. **Parking fines etc.:** Community 360 will administer all fines, penalty notices and excess payments and recover these where necessary. We will also recover any related third party administration charges.
5. Minibuses must not be overloaded. The vehicle must not be used to carry more passengers than the number of seats or wheelchair spaces provided.
6. Luggage and equipment may be carried on minibuses only if it is of a size and weight that enables it to be stowed safely under seats. Gangways and exits must remain clear at all times.
7. Inflammable liquids and gases must not be carried in any Community360 vehicle.
8. Community360 are not responsible for any personal possessions left unattended in a minibus. Community360 is not liable for any consequential loss, financial or otherwise, incurred by users, drivers or passengers, following the loss, theft, breakdown or non-availability of a vehicle, or the failure by Community360 to provide a vehicle.
9. In the event of an emergency/breakdown, information on who to contact can be found on each bus (in any event, please call the Colchester or Maldon office).
10. Community360 operates a Diversity & Equal Opportunities Policy.

Updated September 2017

**Community Transport (Colchester & Maldon)**

**Group Membership Application Form**

**Please tick which scheme you will be applying for:**

 **Colchester Maldon**

|  |  |
| --- | --- |
| **Group Name** |  |
| **Address** |  |
| **Postcode** |  |
| **Contact** |  |
| **Tel Number** |  |
| **Mob Number** |  |
| **E-mail** |  |
| **Group MiDAS Driver (if Applicable) and cppy of certificate number attached** |  |
| **Contact No. of Driver** |  |

**A Full Cancellation Fee** will be applied to all bookings that are cancelled without 3 working days’ notice.

**Consent under the General Data Protection Regulations (GDPR)**

Communtiy360 (C360) collects and processes personal information to deliver one or more of our services (listed below).

C360 has a Privacy Notice which can be found on our website <http://www.community360.org.uk/about/privacy-policy/>. If you are unable to access our Privacy Notice online and would prefer a paper copy to be sent to you, please let us know.

Your data will be stored and used in accordance with this Notice. All data is held securely by C360. Data will be treated confidentially and will not be disclosed to external organisations, other than those acting as agents for C360 on related projects or for other legitimate reasons. The data will be used, unless you tell us otherwise, for one or more of our services including Volunteering; Community Transport; Shopmobility; supporting an organisation you are a part of with a service, for example, fundraising advice, charity registration or accountancy skills; helping you to find out about or take part in volunteering, with us or with other organisations; facilitating a training course and sending you booking confirmation; providing you with contact details of local voluntary and community groups; sharing news and information about local events, activities and opportunities and for internal monitoring purposes.

In practice this means you may be contacted via post, email or telephone with information about any of our services and any other use deemed to sit within our data protection policy. Emails will be tracked and stored to ensure that we are better able to tailor our communications.

We already have policies and procedures to keep your data safe and secure. We review procedures regularly and update them to make sure that we continue to do so. We do not sell your data to third parties.

**Please tick:**

I consent to C360 holding my personal information as detailed above

I consent to C360 contacting me about other relevant services

If you consent to your data being shared in this way, please tick here.

If you later wish to withdraw consent, please contact 01206 505250 or email information@community360.org.uk

**Declaration:**

* *We confirm that the information given on this form is correct.*
* *We agree to inform Community Transport office of any changes in our circumstances.*
* *We accept that, when deemed necessary, a risk assessment relating to the safety when travelling will be carried out*
* *We accept that we are required to provide our own escorts or carers if necessary.*
* *Although this information is private and confidential, I give my permission for Community360 Transport to use any appropriate information in the case of an emergency and when necessary to pass on any relevant information to the driver.*
* *I confirm that I have read & retained the enclosed terms and conditions.*

**Signed……………………………………… Name: ……………………………………**

**Date…………………………………………..**

**Please tick one of the following methods of membership payment:**

**I enclose a cheque for £30 payable to “Community360”**

**I will bring £30 cash into the office together with this form.**

**I will pay via internet banking using “CT” followed by my surname and initial as reference (e.g. “CT Smith J”) to:**

**Colchester: Metro Bank, Sort Code: 230580, Account No: 24190034**

**Maldon: Metro Bank, Sort Code: 230580, Account No: 24190005**

**Please return this form to: C360, Winsley’s House, High Street, Colchester CO1 1UG**