

HCT Group terms and conditions for Group Transport

1. Only service user groups registered with HCT Group (“HCT”) or any of its subsidiary companies or organisations may use the Community Group Transport Service. Fees, set by the HCT Group Management Committee, must be paid and all documents properly signed to ensure access to services. User registration is renewable annually and runs from 1st April every year.
2. Bookings must be consistent with the aims, objectives or rules as laid down by the Management Committee. They will be accepted only from the nominated contact person of the group or from other persons authorised by them in writing. Vehicle usage is restricted to non-profit “Educational, Religious, Recreational or other activities of benefit to the community.” HCT Group reserves the right to reject, cancel or vary bookings.
3. Each minibus is available for use by groups within the terms of a permit held by HCT, 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.
4. **Drivers:** Drivers must be registered with HCT, will be subject to HCT staff procedures and under the direction of a member of the HCT management team. All drivers must be assessed by HCT and trained for the vehicle they are going to use. Drivers must have the category B entitlement (Category A with the old green style licence). This allows a driver to drive minibuses with a seating capacity of up to 16 passenger seats in England. Drivers must re-register every 12 months, providing driving licence and current MiDAS certificate. Drivers must notify HCT immediately of any accidents, convictions or illnesses that could affect their driving, or of any other relevant information. Drivers must have held a UK licence for at least two years and be at least 21 years of age. Drivers should have a clean driving licence (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 HCT whilst driving their vehicles and are responsible to HCT as well as the group for their driving. HCT will notify the name of any driver breaking the law to the police if requested to do so. HCT reserves the right to suspend indefinitely any driver from driving HCT vehicles.
5. All users 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. HCT reserves the right to decide what charge is levied and can withhold the group’s deposit and suspend them from using the service until an agreement has been reached.
6. **Logsheets: Drivers must record on the Logsheets 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 logsheet will only be issued once the driver has produced an up to date MiDAS certificate.**
- Fuel:** All charges include fuel. Vehicles should be supplied with a full tank of fuel. Alternatively, fuel cards may be issued. Where fuel cards are not issued and services users have to refuel, the cost of fuel will be refunded against the group’s account on receipt of an original VAT invoice or till receipt. Users are responsible for costs arising from the wrong type of fuel being put into the vehicle’s tank.
8. **Accidents / damage to vehicle:** HCT must be informed as soon as practicable of any accidents or damage to the vehicle. 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.

9. **Breakdown:** All our vehicles are maintained to a high standard and are covered by 24 hour roadside assistance and recovery. HCT does not warrant providing a replacement vehicle or any cover over and above that provided by our contract with the recovery company and is not liable for any consequential losses.
10. **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.
11. **Cancellation:** HCT Group reserve the right to charge groups if cancellations are made within 3 days from the time of the booking.
12. **Charges and payment:** Users are liable to charges for use of vehicles applying at the time of use, or the time booked whichever is greater. All groups are required to have an account. Invoices will be sent out at the end of each month. Groups are required to settle the account within 14 days.
13. **Deposits:** Groups using the service may be required to pay a deposit. This deposit will be refunded when the account is closed. HCT reserves the right to withhold a group's deposit and use it to pay charges relating to vehicles being returned dirty or damaged. User groups may be suspended from using the service until these charges have been paid or the deposit has been topped up to the required amount.
14. **Parking fines etc:** HCT will administer all fines, penalty notices and excess payments and recover these where necessary. We will also recover any related third party administration charges.
15. **Foreign Travel:** Vehicles may only be taken out of the UK with written authorisation. Groups should note that the driver must hold a full manual PCV driving licence and use the vehicle's tachograph. The cost of repatriation insurance must be paid for by the group prior to vehicle collection. Drivers should also be fully conversant with EU driving regulations and accident procedures.
16. Minibuses must not be overloaded. The vehicle must not be used to carry more passengers than the number of seats or wheelchair spaces provided.
17. Luggage and equipment may be carried on minibuses only if it is of a size and weight that enables it to be stowed under seats or in cupboards provided. Gangways and exits must remain clear at all times.
18. Inflammable liquids and gases must not be carried in any HCT vehicle.
19. HCT Group and any of its companies are not responsible for any personal possessions left unattended in a minibus. HCT Group 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 HCT to provide a vehicle.