

Group Membership Handbook

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Introduction

Àban is an independent company limited by guarantee with charitable status, registered in Scotland. This handbook sets out the procedures, and terms and conditions, for hiring vehicles operated by Àban. For details about other Àban services, (e.g. training, information and advice), contact the Àban office.

The Àban vehicle hire service operates from our base in Merkinch and is available to non-profit making community and voluntary groups in the area. The service is specifically targeted at groups in our local community.

Group Membership

Àban is a member of the Community Transport Association and operates under a Section 19 permit under the Transport Act 1985 which allows the charging of passengers to cover costs, providing the passengers are members of affiliated groups or are being helped by the affiliated group as an aspect of social, welfare, cultural community service. No other use is permitted under this legislation. This means that:

A vehicle can only be hired by group members of Àban. This means that hires can't be made by an individual or a member of the general public for e.g hen parties.

All hires take place in the name of Àban.

A vehicle can't be hired for activities (or as part of activities) which are profit making. Therefore, a vehicle can't be hired by e.g a private nursing home or a private nursery. Whilst on hire, a vehicle can only be driven by someone who is on the Àban Register of Approved Drivers. It doesn't matter if that other person is a member of the group member organisation – all drivers must go through our approval process before driving.

The Driver Approval Process

Groups must have their own driver who is aged between 25 to 70 and has successfully passed our approval process and is on the Àban Register of Approved Drivers. This includes:

- 1-hour practical assessment by our independent driving assessor
- medical declaration
- licence check
- vehicle induction

Driver registration will be renewed annually, though the independent driving assessment is only required upon first registration. Àban retains the option to refuse registration. Drivers must inform us of any changes to health or driving status, e.g if convicted of a motoring offence or diagnosed with a new reportable condition.

Insurance cover may be invalidated if any of the information provided is subsequently found to be false or inaccurate. Any material changes to the information (including changes in health) must be notified to Àban before that person next drives a vehicle in the Àban fleet. Similarly, should a driver have an accident whilst driving any motor vehicle after their name is entered on the Àban Register of Approved Drivers that fact must be disclosed to Àban before that person next drives a vehicle in the Àban fleet. Should a driver provide false or inaccurate information at the time of registering with Àban, and insurance cover is

consequently invalidated, Àban reserves the right to take legal action against the relevant parties.

Àban reserves the right to remove a person from the Àban Register of Approved Drivers if that person:

- Is involved in a serious own-fault accident.
- Has more than one minor own-fault accident in any 12-month period.
- Accrues an unacceptable number of penalty points on their driving licence.

In all such cases, Àban shall be the sole arbiter when determining whether an accident is serious or of a minor nature, and what constitutes an unacceptable number of penalty points.

Booking and Driving the Vehicles

To avoid disappointment please book your vehicle as early as possible. To book, you can either telephone 01463 718989 or email info@aban.scot During your induction you will be advised of the procedure for signing out keys during our office hours. Be aware that you are responsible for the keys as soon as you sign them out, even before your hire period starts (see terms and conditions).

1. Each vehicle is equipped with:

- A first aid kit
- A Driver's Pack
- A spare bulb and fuse kit
- A spill pack
- De-icer and scraper
- A fire extinguisher

2. A Driver's Pack contains a copy of:

- Pre-drive checklist
- Journey log sheet
- Accident Report Form
- Vehicle Information Card
- Highway Code
- Àban Vehicle Hire Policy
- Vehicle Manual
- Breakdown cover details

It is the driver's responsibility to ensure that the pre-drive checklist and journey log sheet is completed and returned with the vehicle. All vehicles must be returned to Àban at the time agreed on booking. Extra charges may be incurred for returning vehicles late.

Drivers must not drive whilst under the influence of drugs or alcohol.

Drivers must adhere to the law on mobile phone use at all times.

Drivers must not indulge in dangerous driving, or abuse the vehicle in any way.

The hirer is responsible for maintaining correct oil and water levels, and correct tyre pressures, during the period of the hire.

All vehicles have breakdown membership that covers breakdowns and emergencies.

Drivers and passengers are not allowed to smoke in any Àban vehicle. This ban includes e-cigarettes. Àban reserves the right to refuse hires from groups who persistently ignore this regulation. Àban reserves the right to levy a cleaning charge of £150 per hire for clearing debris caused by smoking.

The seats in each vehicle are fitted with standard 3-point seatbelt systems. Passengers must use the available restraint systems at all times, unless they hold a medical exemption certificate.

The driver is legally responsible for ensuring that all children under fourteen years old wear an appropriate passenger restraint. The most important considerations in determining whether a child can safely use such belts are its height and weight.

Àban has a small number of baby/child seats that can be fitted. The need for baby/child seats should be made clear at the time of booking a hire.

Baby/child seats belonging to the hirer should not be fitted to any Àban vehicle unless prior authorisation has been given by Àban. Such authorisation may be dependent upon the hirer bringing the relevant baby/child seat(s) to Àban for inspection.

The only animals that can travel on Àban vehicles are assistance dogs. When you make a booking, you must tell Àban about your intention to carry any such dogs. Assistance dogs are those that are trained to guide a blind or partially sighted person, or assist a deaf person, or assist a person with a physical disability.

A dog mustn't block the vehicle gangway (a legal requirement) or present a trip hazard to people. The dog should lie on the floor whilst the vehicle is being driven: if it sits up it could be more vulnerable in a sudden impact.

Àban reserves the right to refuse to carry an assistance dog if a risk assessment shows that it would be unsafe, or that there would be significant risks to the health of the driver or other passengers.

Drivers are responsible for ensuring that the vehicle being hired is safely and securely parked when not in use. Particular attention must be given to properly securing doors, windows and roof vents.

Insurance cover may be invalidated (or be subject to a penalty payment) should there be any loss from, or damage to, a vehicle as a result of it being left unsecured. Moreover, insurance cover will be invalidated should the vehicle be stolen when the vehicle's keys have been left in, or on, the vehicle. In any such circumstances, Àban reserves the right to seek compensation from the driver and/or hirer for any costs arising from such loss or damage.

Terms & Conditions

Groups or organisations must be affiliated to Àban through our Group Membership Scheme.

Àban vehicles must only be used for the purpose for which they are booked and not for profit or personal gain. Àban reserves the right to reject, cancel or vary any booking if the purpose for which the vehicle is to be used is inconsistent with the aims, objectives or rules of Àban.

Only Àban approved and registered drivers can drive the vehicle.

The Member Group is liable for any charge or claim arising from damage caused by negligence, except that which can be covered by insurance.

The Member Group agrees to payment of invoices within 14 days of the date of the invoice as shown. After 28 days an additional charge of £20.00 will be added. After a further 28 days a charge of £20.00 will be added and this will continue every 28 days thereafter until the invoice is paid. Further bookings will not be accepted while unpaid invoices are outstanding.

Vehicles must be returned in a clean and tidy state. Failure to do so will result in a £75.00 cleaning charge being added to the User Group's next invoice.

Our vehicles are in great demand and we often have to let down other potential users due to demand. Failure to cancel a booking more than 24 hours in advance will incur a £30.00 charge.

In the event of any accident or mechanical breakdown, which either Àban or its Insurance Company deem to be the fault of the User Group's own driver, the User Group agrees to pay the excess as laid down by Àban's Insurance Company Wrightsure – which is currently

£250 (subject to change in accordance with Insurance Policy Renewal), with the exception of Àban's own drivers.

In the event of a dispute between the Member Group and a driver causing own fault damage to an Àban vehicle(s) the responsibility for paying the insurance excess will be met by the Member Group.

Any accidents or damage to the vehicle must be reported on the mileage form and verbally to the Àban office. Where possible details of any witness (including passengers) to the incident are to be written on the back of the mileage form. After an accident or any damage, Àban may not allow the driver to use the vehicles until the situation has been investigated. Where negligence has been proven the group will be responsible for the cost of any repair.

During the hire period, the User Group agrees to liability as owner of the vehicle in respect of any offences or any excess charge under the Road Traffic Act 1974 & 1975, e.g road tolls, parking fines and congestion charges. The User Group acknowledges this liability extends to any vehicle hired under the agreement, and to any period by which the original period of hire may be extended.

Any prosecution of a driver arising from the use of an Àban fleet vehicle while on self-drive hire will be the responsibility of the hirer and/or driver. This includes any charges against a driver arising from vehicle defects.

Safety of operation is the prime concern of Àban. Àban reserves the right to suspend the affiliations of any group or the registration of any driver, without liability or re-imbursement.

Vehicles in the Àban fleet should not be driven "off-road". If a driver causes loss or damage to an Àban fleet vehicle by going "off-road", the costs of any necessary repairs will become the hirer's responsibility. "Off-road" includes untarmacked tracks and parking in a field.

The hire vehicle's keys are the responsibility of the driver, not only throughout the hire, but also during any other period when it might reasonably be expected that the driver should incur such responsibility (e.g. the period between collecting the keys from Àban and the start of the hire). Should a driver lose, or otherwise mislay, a set of keys given into their safekeeping by Àban in connection with a hire, Àban reserves the right to take any action it sees fit to ensure that its security is not compromised in any way as a result of such loss (e.g. by fitting new locks), and to recover any costs incurred by such action from the driver and/or hirer.

In the event of cancellation or change to a booking by Àban, no liability can be accepted for any loss, financial or otherwise, arising from our failure to provide a vehicle, and Àban can't be held responsible for breach of contract in such circumstances.

Complaints Procedure

A full copy of our complaints procedure may be found on our website at
<https://aban.scot/about/complaints-policy>