

Community Car, Shopper Bus and Day Tripper Scheme Terms and Conditions

6th February 2023

Introduction

These terms and condition, as amended from time to time, ("**Terms and Conditions**") apply to the use of the Communities 1st ("**Communities 1st**" or "**we**") Community Car Service (the "**Community Car Service**"), Shopper Bus Service (the "**Shopper Bus Service**") and Day Tripper Scheme (the "**Day Tripper Service**") (together, the "**Services**") by residents in the districts of Hertsmere and St Alban and neighbouring districts (each a "**Customer**" or "**you**").

We reserve the right to amend these Terms and Conditions at any time and without prior notice to the Customers.

By using the Services each Customer shall be deemed to agree to these Terms and Conditions, as in force at the time of the provision of the Services.

We are a member of the Community Transport Association of the United Kingdom.

Our Mission, Vision and Values

The section titled "Our Mission, Vision and Values" available online on the Communities 1st website (<https://www.communities1st.org.uk/mission-vision-values>) applies to these Terms and Conditions.

In addition, we are committed to providing our transport services in a safe, legal and caring way which is fully compliant with the sector wide standards.

At Communities 1st, we aim to promote and demonstrate high standards of practice, delivering excellent community transport services.

We care about those we provide a service for and we strive for success and sustainability as a community transport provider so that we can remain available to help.

We commit to the development of good partnership working practices that advance our stated purpose and values.

We aim to adopt best practice guidance, implement the latest advice from the Community Transport Association and be part of local networks that strive to share best practices.

We care about passenger journeys being safe, accessible and inclusive.

We focus on ensuring that we deliver our services in a safe and legal way.

We aim to build a positive reputation for community transport in the local community.

Communities 1st Obligations

Communities 1st shall use reasonable efforts to:

Insurance

- (a) obtain and maintain the permits and insurance required by law, including but not limited to employer's liability, public liability and vehicle insurance;

Volunteer Drivers

- (b) supply volunteer drivers (each, a "**Driver**") with the training and qualifications required to safely provide the Services;
- (c) conduct background checks, obtain character references and perform Disclosure and Barring Service checks in relation to each Driver prior to the provision of the Services;
- (d) ensure that each Driver has been subject to an interview as well as suitable and disclosure and barring service checks;
- (e) ensure that each Driver is fit and able to drive;
- (f) maintain records of each Driver's driving licence;
- (g) conduct periodical checks for convictions, exclusions and penalty points in relation to each Driver;

Safety and other Policies

- (h) carry out regular safety checks on the vehicles (each, a "**Vehicle**") used in the provision of the Services and report any defects as soon as reasonably practicable;
- (i) maintain a maintenance and defect reporting system for the Vehicles;
- (j) ensure that the Drivers perform daily checks and safety inspections on any Vehicles used for the provision of the Services, whether owned by Communities 1st or any Driver. Communities 1st shall not be liable for any damage resulting from any breach of the obligation to conduct such inspections;
- (k) at its sole discretion, appoint an appropriately trained and competent person to conduct risk assessments;
- (l) maintain organisational and operational policies to govern the provision of the Services. These policies shall be reviewed at least once every three years or, in the event of changes to operational requirements, as soon as reasonably practicable following such changes;
- (m) retain accurate records that detail the provision of the Services, subject to the Communities 1st data protection policy, a copy of which is available online

on the Communities 1st website (<https://www.communities1st.org.uk/DataProtection>) and which can be also be provided in hard copy upon reasonable request;

Relationship with the Customers

- (n) designate a member of staff to coordinate the provision of the Services and be the main point of contact for the Customers in relation to the use of the Services;
- (o) ensure that appropriate Driver replacements shall be offered to the Customer in the event of unexpected Driver absences;

Provision of the Services

- (p) provide a punctual service and ensure that any pick-ups and drop-offs are performed in a timely manner;
- (q) ensure that the Drivers allow reasonable time for browsing and Customer enjoyment at the destination when the (i) Shopper Bus Service or (ii) Day Tripper Service are provided;
- (r) offer affordable Services, including but not limited to, (i) to Customers with a low personal income or (ii) to Customers who are in receipt of state benefits;
- (s) securely process the payment of the applicable Charges (as defined below) for the use of any Services by the Customers; and
- (t) If available, provide space to carers required to facilitate the Customers' comfort and safety during the provision of the Services.

Customer Obligations

The Customer shall:

- (a) treat the Drivers and other volunteers and staff of Communities 1st in a friendly, courteous, and respectful manner;
- (b) respect the professional boundary between the Drivers and other volunteers and staff of Communities 1st;
- (c) refrain from any form of abusive or aggressive behaviour towards the Drivers or any volunteers or staff of Communities 1st;
- (d) book any appointment for use of the Services in a timely manner and, in any event, no later than 48 hours prior to the provision of the Services, or such shorter period as Communities 1st might agree in its sole discretions;
- (e) provide Communities 1st with detailed instructions for their journey, including the start location, destination and any expected wait time, at the time of booking;

- (f) be ready to depart when the Driver arrives at the agreed start location at the agreed time;
- (g) refrain from making unreasonable requests to the Drivers;
- (h) notify any medical condition and/or any associated support required at the time of booking; and
- (i) refrain from entering into a private transport arrangement with any of the Drivers. Should you enter into any such arrangement, neither the respective Driver nor you will be covered under our insurance. Additionally, we will only support complaints for which we have a record of the Services.

Charges and Payment

The Services shall be charged at the following rates (the "**Charges**"):

- (a) **Community Car Service:** a minimum charge of £4 for the first five miles, plus an additional charge of 60p per mile for any additional miles;
- (b) **Shopper Bus Service:** a flat rate of £6 shall be payable, which covers a journey from the agreed start location to the agreed destination and vice versa, excluding any additional items, including but not limited to any entrance fees or refreshment costs at the destination. An amount of £2 shall be paid as a non-refundable deposit (the "**Deposit**") at the time of booking the Shopper Bus Service; and
- (c) **Day Tripper Service:** paragraph (b) (*Shopper Bus Service*) above applies for the calculation of the Charges for any Day Tripper Service.

The Charges shall be agreed at the time of the booking of the Services.

The Charges, minus any Deposit already paid in accordance with paragraph (b) or (c) above, shall be payable by the Customer prior to the provision of the Services.

The Charges shall be paid to Communities 1st.

Liability

While Communities 1st shall make reasonable efforts to ensure reasonable standards of skills, integrity and reliability in the Drivers and to comply with the Customer's requirements, the Customer accepts and agrees that Communities 1st provides no warranty as to the suitability of any Driver.

Communities 1st shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Driver's failure or delay to perform any of its obligations.

Force Majeure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances beyond its reasonable control, including, but not limited to, acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and Communities 1s^t shall be entitled to a reasonable extension of its obligations.

Governing Law

These Terms and Conditions shall be governed and construed in accordance with the laws of England and Wales, and shall be subject to the exclusive jurisdiction of the English Courts.