

# Yarlington Housing Group Community Activity Bus



## HIRE AGREEMENT

This contract is dated the \_\_\_\_\_ day of \_\_\_\_\_ 20... and sets out the terms of agreement for the hire of the Community Bus (and any Equipment to be included with the hire) between:

Yarlington Housing Group “(YHG)”

Lupin Way  
Yeovil  
BA22 8 WN

YHG Community Investment Manager: Karen Davy  
Tel No: 01935 404606  
E-mail: karen.davy@yhg.co.uk

And,

<b>Company / Organisation name:</b>	
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“The Partner”

<b>Address:</b>	
Postcode	

<b>Partner Representative Contact Name:</b>	
<b>Tel No:</b>	
<b>E-mail:</b>	

<b>Project Name:</b>	
<b>Project Date</b>	00/00/0000
<b>Project description</b>	

## **Conditions of Hire**

The hire and use of the Community Bus (and any Equipment) by the Partner shall be as described in the Partner Project Plan (the Plan) along with any additional information that accompanies the Plan.

This Plan shall provide details of the purposes for which the Community Bus will be used and the arrangements governing the hire of the Community Bus by the Partner. It will also set out any other associated facilities and equipment (“the Equipment”) to be included in the hire.

The Plan, once approved by representatives of YHG and the Partner, must be followed and the Community Bus (and any Equipment listed in the Plan) must not be used for any other purpose except those set out in the Plan unless the express prior written consent of the YHG Manager is given to any change.

The Community Bus will be supplied with a driver who will transport the Community Bus to the venues specified in the Plan and will return it to YHG at the end of the hire (or the end of each day if the project extends over several days) but will not otherwise have any responsibility for the delivery of the project (including health and safety briefing) unless this is expressly set out in the agreed Plan or is an express legal requirement.

It is the Partner’s responsibility to liaise with the driver (on the YHG contact number) if they wish to be picked up in Yeovil to travel on the Community Bus to the venue. Up to 2 persons may travel with the driver to the venue(s) and where this is arranged then it is the Partner’s sole responsibility to ensure they arrive in good time to be picked up as agreed. The driver will not wait for latecomers.

### **Facilities, equipment and materials**

The Equipment to be supplied by YHG will be as described in the Plan; no other facilities, equipment and materials will be supplied by YHG as part of this hire contract. The facilities, equipment and materials to be supplied by the Partner are as described in Plan.

It is the Partner’s responsibility to ensure sufficient facilities, equipment and materials are included in the Plan. The Community Bus must be cleared of all of the Partner’s project materials, possessions, etc. when the Project has finished.

YHG will provide the Community Bus in a clean condition and ready for use. The Partner will return it in similar condition, with all refuse removed and all surfaces wiped and floors swept clean.

The contract of Hire does NOT include the consumption of any food, beverages or soft drinks that may be left on the vehicle by YHG. The Partner is responsible for the provision of all food and drinks required by its staff.

### **Evaluation report**

The Partner will submit, to the YHG Community Investment Manager, an evaluation report on the outcomes of the Project within 14 days of completion of the Project. The evaluation report shall provide such information as the YHG Manager and the Partner shall agree is useful in assessing the success of the project set out in the Plan. A copy of the blank report is attached to the Plan for reference.

## Duration

The Partner's project will commence on the day set out on the Plan and the Plan will also detail the times and the venues to be visited by the Community Bus.

The Community Bus and Equipment shall be promptly returned to the driver once the period of hire set out in the Plan has expired.

**PLEASE NOTE** The Community Bus is not available to leave the Yeovil depot until 8.30am, and must be returned to the depot by 5.30pm on any weekday, and by 2pm on a Saturday. Access to the depot is not available outside of these times, and special arrangements will have to be made, which will incur an additional cost of £20 for each breach. When planning the event, the Partner shall consider this to ensure that adequate travelling time is included at event start and finish times.

## Fees

The fees payable by the Partner shall be as set out in the Plan and are shown **inclusive** of VAT. The Partner will be invoiced after the event for this amount and the fees shall be paid within 30 days by BACS. The Partner shall ensure that the YHG Community Investment Manager is provided with all the necessary BACS information and invoicing details before the hire is confirmed.

## Liability and Insurance

To the best of YHG's knowledge the Community Bus and any Equipment supplied is provided in a safe and reasonable condition and the driver will carry out standard safety checks before each Project starts, however, no warranty is given by YHG that the Community Bus and Equipment is in every way suitable and safe to be used for the purposes set out in the Plan and the Partner should undertake its own checks as it feels necessary.

The Partner is wholly responsible for the Community Bus and Equipment, its passengers and those visiting/using the facility (and their possessions) and those in the vicinity of the vehicle throughout the period of hire set out in the Plan, whether or not the Community Bus driver is present or not.

The Partner will ensure compliance with all health and safety and statutory requirements relating to the hire and use of the Community Bus and Equipment and will take all reasonable care to protect the Community Bus and Equipment from damage including ensuring it is used only for the purposes set out in the Plan.

In particular, the Partner is responsible for ensuring that the venues the Community Bus is due to visit in the Plan can be reached and accessed safely. No refund of fees will be given or other compensation paid where the driver cannot reach or access a venue safely.

The Partner must provide the YHG Manager with a copy of its public liability insurance cover. This policy must provide at least £5 million cover per incident. The insurance of any facilities, equipment and materials or belongings of the Partner/Partner's staff is solely the Partner's responsibility and for the avoidance of doubt YHG accepts absolutely no liability or responsibility for these items. In addition, the liability of the Partner shall include inter alia responsibility for loss, damage etc. of any and all sorts to the Community Bus and its Equipment; for death, injury, loss or damage (including to any possessions) to its

passengers (including those travelling to the venues) and users and any of the public who may come into contact with the Community Bus and its Equipment whilst it is hired to the Partner as well as to the driver unless such injury or damage is due to the negligence of the driver.

The liability of YHG in respect of the hire shall be excluded to the greatest extent provided by law. Excepting any liability for death and personal injury due to its negligence which cannot be excluded by law, no liability shall lie against YHG, directly or indirectly, in respect of any death injury loss damage or detriment whatsoever arising out of or connected to or consequent upon the hire or use of the Community Bus or Equipment and the Partner shall promptly and fully indemnify YHG against any and all such claim(s) or proceeding made.

The Partner will indemnify fully YHG in respect of all claims and proceedings etc. issued against YHG including those arising where the death or personal injury suffered resulted from the negligence of the driver.

**Publicity**

Any publicity shall refer to the Community Bus as the Yarlinton Community Bus.

**Unforeseen Circumstances**

If the Community Bus is unavailable due to unforeseen circumstances (such as accident, sickness or bereavement, vehicle mechanical breakdown) then the parties agree to discuss the matter with a view to agreeing an alternative date(s) or failing that for any fees already paid to be refunded.

If the Partner wishes to postpone the hire due to unforeseen circumstances (such as accident, sickness or bereavement, vehicle mechanical breakdown) then the parties agree to discuss the matter with a view to agreeing an alternative date(s) providing that any costs incurred by the YHG in respect of the cancelled date(s) which cannot be offset to the alternative date(s) are met.

**Cancellation and Termination of contract**

If the Partner cancels at short notice (less than 4 weeks) they will be liable for the full fee as set out in the Project Plan unless otherwise agreed by the YHG Community Investment Manager.

Signed (Partner Representative)

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Date:    /    /20

Signed (YHG Community Investment Manager)

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Date: / /20