

# LAMA Vehicle Loan Agreement

 NW 5<sup>th</sup> August 2024

Please read “**LAMA Serving the Community - Minibus Loan**” before completing this form. Then overwrite or delete the default text in each field below as appropriate. **NB:** Date format: dd/mm/yyyy. Time format: hh:mm.

This agreement is made between the Lerryn Area Minibus Association (LAMA), the loaning organisation, and , the borrowing organisation.

I, , being a delegated representative of the borrowing organisation named above, am applying on their behalf as an “authorised organisation” for the purpose of borrowing the LAMA minibus under the LAMA vehicle loan scheme.

This loan is to take place from  at  until  at

and is to be used for purpose of:

The main destination will be:

with additional stops at: .

If the minibus is not parked overnight in its usual parking place in the Lerryn car park, then it will be parked at:

The minibus will be driven by:

whose contact details are: ,

If a second driver is also available to drive the minibus during your trip, then enter their details here:

## LAMA Vehicle

Mercedes Sprinter 16 seat minibus, Reg DK66 CGY, VIN WDB9066572P322175.

## Vehicle Loan Costs

The cost is £1.50 per mile, subject to a minimum fee of £35 per day. **The required security deposit must accompany this booking and is £35.** Please see terms and conditions for return or forfeit of deposit.

## Vehicle Loan Scheme Standard Terms and Conditions

### LAMA’s loan responsibilities are:

- LAMA will provide the vehicle in a clean and serviceable condition. The minibus will be taxed and it will have a valid MOT. The vehicle itself and its passengers will be insured for all usual travel risks, but insurance cover may not be provided for specific sporting or other activities.
- LAMA will provide the vehicle with at least a 1/4 tank of fuel, but the cost of refuelling the minibus is covered within our loan charges. A fuel card will be provided to the driver for this purpose, but if the card cannot be used for any reason then the cost of refuelling may be reclaimed on production of a VAT receipt.

- LAMA will make the vehicle available from its parking place in the Lerryn car park.
- LAMA operates on a self-help basis and unforeseen events may occur from time to time. LAMA cannot be held responsible in any way for a breakdown of the vehicle. However, LAMA will arrange for the provision of professional breakdown and accident assistance which drivers may call upon should the loan vehicle become stranded during the loan period. This assistance will include recovery of both the vehicle and its passengers.
- LAMA or its representatives cannot be held liable for the actions of the authorised organisation or its participating members during the period of the loan.
- In administering its vehicle loan scheme, LAMA and its representatives will seek to act in a responsible and reasonable manner at all times. Any shortcomings are to be advised immediately in writing to the LAMA Secretary or LAMA Chair, which will then be considered at the next LAMA Committee meeting.

**The authorised organisation's loan responsibilities are:**

- The authorised organisation is responsible for planning and undertaking their loan journeys, including carrying out risk assessments as appropriate.
- If carrying vulnerable adults or children under the age of 18, the authorised organisation is responsible for ensuring that sufficient support staff with appropriate Disclosure and Barring Service (DBS) clearances are present for the whole of the trip. LAMA drivers are not required to have undertaken any DBS checking and their priority must be to drive the minibus safely; they cannot, therefore, be counted as a support person for any passenger being carried in the minibus.
- The authorised organisation agrees to indemnify LAMA for any loss, damage or legal action against LAMA which may ensue as a result of the authorised organisation's loan of the vehicle. **The authorised organisation will be liable for any parking tickets, moving violations or other citations received during the loan period.**
- Authorised organisations will need to ensure that any sporting or other activities are covered by either their organisation's or passenger's individual insurance.
- The authorised organisation must advise of cancellation immediately a situation arises. Under normal circumstances, at least 48 hours' notice is required. **Failure to comply will result in a charge being applied equivalent to a daily charge**, subject to LAMA's judgement which is to be final.
- The authorised organisation must arrange to use a LAMA driver or else provide someone who is willing to become a LAMA driver. New LAMA drivers must have a D1 licence (a copy of which will be taken by us) and they will be required to undergo a familiarisation of the minibus with the LAMA Training Officer. On being judged to be competent, new LAMA drivers must apply for LAMA membership and, unless they can provide evidence of equivalent qualification, they will be required to undertake regular MIDAS training.
- The vehicle must be returned with a 1/4 tank of fuel minimum. This is vital because of the distance the vehicle is kept from a fuel station and it must be possible for the vehicle to be used the next day.
- The vehicle must be parked in its normal parking place in the Lerryn car park overnight between the hours of 1am and 6am. Should you wish to borrow the vehicle overnight and park elsewhere, then the location and postcode of where you propose to park the vehicle must be approved by our insurers beforehand. Any additional costs incurred in arranging this cover will be added to your loan charge.
- **If the vehicle is not returned by 1am the day following the loan date, an additional charge will be applied being equivalent to another daily charge**, subject to LAMA's judgement which is to be final.
- It is the responsibility of the authorised organisation to ensure that the driver's loan journey sheet is followed and completed, including a full check of the vehicle before and after it is driven. **Any accident or damage must be reported immediately to the insurers and, when the vehicle is returned, on the loan journey sheet and to the LAMA Booking Clerk** (all contact details will be included on the loan journey sheet). However, in the event of the vehicle being returned after 8pm and there being damage or mechanical fault to report, we ask you to report it to the LAMA Booking Clerk (who is a volunteer) between 8:00- 8:30 the following morning so that they will not be disturbed unduly but will still have time to inform the driver and passengers on the next day's trip if necessary.

- **The vehicle must be returned in a good, clean and serviceable condition, otherwise a cleaning charge or repair costs will be incurred and/or the deposit forfeited.** The vehicle should be returned to its position in Lerryn car park unless otherwise agreed.

**Other Terms and Conditions of Loan:**

- **If the conditions of this loan are breached or abused in any way, then LAMA may exercise their judgement and impose an excess charge.** LAMA also reserves the right to cancel the authorised organisation’s registration and refuse future vehicle loans. In these circumstances, LAMA’s decision will be final.
- Payment of the final charge will be required on examination of the returned vehicle and submission of the finalised invoice, including excess mileage. If all is satisfactory, the security deposit paid will be deducted from the full loan cost.
- **LAMA’s preference is for charges to be paid by transfer to Lloyds Bank, sort code 30-97-28, account number 01577601.** However, payment may also be made by cash or cheque (cheques to be made payable to Lerryn Area Minibus Association).
- This vehicle loan scheme agreement constitutes the entire agreement between the two parties and no modification to this agreement can be made unless confirmed in writing and agreed by both parties.

*NB: Clicking your check box and entering your details in the borrowing organisation’s signature block below, and then emailing this completed form to a LAMA officer constitutes as being your electronic signature. Similarly, the email return of this form from a LAMA officer with their check box clicked and a completed loaning organisation’s signature block constitutes as being LAMA’s electronic signature.*

Please click here to accept your responsibilities and to agree to the terms and conditions above.

Borrowing Organisation’s Signature:

Capacity in Which Signed:  Date:

Email and Tel No: ,

LAMA will click here to accept their responsibilities and to agree to the terms and conditions above.

Loaning Organisation’s Signature:

Capacity in Which Signed:  Date:

Email and Tel No: ,

*NB, if you intend to print and post or hand deliver this form, then please delete the text in the Borrowing Organisation’s Signature box above, and in all the Loaning Organisation’s signature block boxes, and sign the printed form as normal.*