



**SYW2W CONTRACT TERMS & CONDITIONS**

South Yorkshire Wheels2Work is a supported project within Sheffield Community Transport. It is based at 10 Montgomery Terrace Road, Sheffield S6 3BU and is referred to in this contract as SYW2W.

SYW2W will loan scooter Registration No:

To:

Address:

Driving Licence Number: .....

For an initial lease period starting on.....and ending on.....

You must comply at all times with these Terms and Conditions. If you breach any of them we reserve the right to end your loan agreement immediately. If this happens you must return the scooter, lock and any other assigned security equipment to SYW2W.

The scooter is fitted with a tracking device. This device should not be tampered with and no attempt should be made to remove it.

The Scooter must not be used to travel outside South Yorkshire unless written permission has been obtained from SYW2W.

Please also note, SYW2W reserves the right to contact your Employer or Training Provider, if required, during the lease period.

**CONDITIONS OF LOAN**

1. The scooter will be used only by you and **by no other person.**
2. The scooter will be used for travel only on public roads and highways. The **primary** use of the scooter is to enable you to travel to and from your place of

employment and/or training/education. Use for up to 25 miles/40 kilometers per week **in total** for social or domestic activities is permissible but the scooter must **not** be used for any other purpose. Please note, the scooter must not be ridden in dedicated Bus Lanes and any fines received by you for this offence, will be your responsibility. This also applies to speeding, parking and other fines etc.

3. At all times when using the scooter, you will:
  - wear the helmet, jacket , gloves and, if issued, the high-vis vest and use the security equipment provided by SYW2W
  - comply with the Highway Code and with all other obligations imposed by law or bylaws and (if you are a provisional licence holder) display 'L' plates front and back. **NB: it is a criminal offence not to display 'L' plates.**
4. A site survey will be carried out at both your home address and your place of work / college. You must ensure that the scooter is kept secure **at all times** when not in use, by means of the equipment provided to you by SYW2W. At home and overnight, the scooter **MUST** be locked inside the garage, shed or location specified and agreed at the site survey. If your scooter is stolen when you have not secured it you will be charged for replacement costs.
5. If you do not have access to a garage or secure shed SYW2W will supply you with a device that can either be bolted into a wall or to the ground in a way that will secure the scooter adequately overnight. The site survey document will be agreed and signed by both parties. All security equipment recommended and assigned must be used at all times. Spot checks will be carried out and failure to comply with the site survey agreement will lead to the scooter being repossessed.

#### **ACCIDENTS, INSURANCE AND LIABILITY**

6. If, during the period of your use of the scooter, you are involved in or become aware of any accident involving the scooter, whether or not liability is acknowledged, you must report it **immediately** to SYW2W and, in any event, **within 24 hours afterwards at the latest.** Details of third parties should be provided where relevant. The contact details for SYW2W are shown in Appendix 3. Failure to advise SYW2W of any incident within this time period could nullify an insurance claim and could then render you responsible for all consequential charges. If a scooter has been on its side, as a result of an accident, you must take it to the maintenance provider to be checked urgently.
7. You will provide full assistance to SYW2W in respect of any claim or alleged claim arising from the use of the scooter – ie provide a full accident/incident report together with third party details/witnesses etc and photographs (if required).

8. You are responsible for the £500 compulsory insurance excess for **any own fault** insurance claim. In addition you are responsible for :

Accidental Damage – Age Under 21	£300.00
Accidental Damage - Age 21-24	£200.00
Accidental Damage – Age Over 25 + 12 months provisional license	£200.00

- 9a. If you are involved in any other motoring accident or are convicted of any motoring offence in relation to the use of the scooter or any other vehicle, you will report this to SYW2W **immediately**.
- 9b. **If at any time you arrange your own insurance for any motor vehicle, it is your responsibility to inform the company concerned of any accidents you have been involved with whilst participating in the South Yorkshire Wheels 2 Work project otherwise any insurance cover you purchase may be invalid**
- 9c. In the event of a theft you must report the incident to the police and obtain an Incident / Crime Reference Number. The details should then be reported to SYW2W immediately, together with a full incident report to enable a claim to proceed.
- 9d. **The Insurer shall NOT be liable for any loss or damage caused by theft or attempted theft where:**
- You have not secured the scooter involved to an immovable object using the security lock provided to You by SYW2W**
  - You fail to provide photographic evidence showing the location and structure to which the scooter was secured and the broken lock to the insured.**
  - You fail to return the broken lock to SYW2W.**

#### **PAYMENT AND MAINTENANCE**

10. You will pay to SYW2W a returnable deposit of £50 and the sum of £80 per month (or part) for the period you have use of the scooter. Both must be paid (Total £130) **prior** to you joining the SYW2W scheme. This first payment Payment can be made using debit/credit card, by cheque or by cash. All ongoing payments will be paid to SYW2W by direct debit or cheque. SYW2W also reserves the right to increase lease fees. If the scooter is returned in the same condition it was in at the beginning of the loan period the £50 deposit and 1<sup>st</sup> months usage charge of £80 will be reimbursed. This applies only when the full six months loan period has been completed, anything less than the six month period the £50 deposit only will be reimbursed.

**Please note that failure to pay any outstanding charges may result in referral to a Debt Collection Agency and additional fees may be applicable.**

11. You will be responsible for keeping the scooter and other equipment provided by SYW2W in good and roadworthy condition. This includes carrying out the activities detailed in the checklists at Appendix 1.
12. You will present the scooter for regular scheduled 6-weekly reviews. Reviews are not optional, they are part of the conditions of use. It is therefore your responsibility to present the scooter for services and/or repairs where the scooter can be safely ridden. In the event of SYW2W needing to collect a scooter for this purpose there will be a standard charge of £25.
13. You will be liable for **all** negligent damage costs during the loan period and, **if the damage is such that the vehicle is rendered beyond economical repair you will be liable for scooter replacement costs**
14. You must not take any steps to customize or materially alter the operation or external appearance of the scooter, nor allow any other person to do so. The scooter belongs to SYW2W and therefore you must not, under any circumstances, dispose or sell the scooter as this is a criminal offence.

#### **TERMINATION OF USE**

15. Upon termination of the lease period you must return the scooter in good condition. Before returning the scooter you are responsible for cleaning the scooter. Upon receipt of the scooter in an acceptable condition and a fully completed exit questionnaire your £50 deposit / plus 1<sup>st</sup> months £80 usage charge (See point 10.) will be returned to you. Please note that any requests for an extension of the initial loan period must be made prior to the last month of the original lease period.

Any security equipment supplied by SYW2W e.g. locks & chains should be returned. **Failure to do so may result in you being invoiced for the cost of replacement equipment.**

16. You **must** notify SYW2W of **any** material change in your circumstances or in your terms of employment/training/education, and any change in your address, telephone numbers or transport status **immediately** as this may affect the need for a scooter. If SYW2W requests the return of the scooter, which will signify **the termination of the Contract**, *at any time during the lease period*, you must comply with this request. Failure to do so will be reported to the Police for retaining SYW2W property without consent.

17. Without prejudice to any claim we may have for payments due under this Contract from You, SYW2W reserves the right to terminate this Contract and repossess the scooter at any time and with immediate effect, if You:
- fail to comply with clauses 6,9,10 above
  - carry a passenger on the scooter
  - fail to keep the scooter in good repair in accordance with clauses 11 and 12 above and Appendix 1 below
  - attempt to customize or alter the scooter in breach of clause 14
  - use the scooter for off-road riding
  - use the scooter for any commercial purpose or persistently use the scooter for social and domestic purposes beyond what is stated as permissible in clause 2
  - permit the scooter to be used by someone else
  - fail to notify change or loss of your employment, training or education placement
  - have your employment, training or education placement terminated as a result of your misconduct
  - fail to pay any sum due under this Contract within 3 working days of being requested to do so
18. You may terminate this Contract at any time by returning the scooter, gear and lock to SYW2W in good repair and condition and paying all sums due from you under this Contract.

#### **MISUSE AND OTHER BREACHES OF CONTRACT**

19. Breach of any of the conditions in clause 17 constitutes a material breach of Contract and, depending on the circumstances and/or severity of the breach, will result either in a written warning to you or immediate repossession of the scooter by SYW2W.
20. In the event of theft, where there is evidence of failure to ensure that the scooter was properly secured, you will be responsible for all resultant costs incurred by SYW2W. 'Properly secured' means locking the scooter to an immovable object with the chain provided. **Putting the chain through a wheel and locking it will NOT ensure the scooter is 'properly secured'.**
- 20a. The scooter should be secured overnight in the agreed location. If this is not adhered to and the scooter is stolen or damaged, SYW2W may refuse to allocate another scooter. You are responsible for insurance excess charges in the event of any own fault claim **and/or scooter replacement costs if the claim is rejected by the Insurance Company due to failure by you for ensuring the scooter safety.**

21. If your employment/training/education is terminated as a result of your gross misconduct, this Contract will be terminated and the scooter will be repossessed immediately by SYW2W.
22. If you fail to comply with the running and maintenance instructions listed in Appendix 1 and this results in damage to the scooter, you **will be liable for the full cost of any consequent repairs and labour costs.**
23. SYW2W will tax and insure all scooters. The scooter insurance will be through a group policy with comprehensive cover. **\*\*Please note, only the scooters are covered. SYW2W does not cover personal injuries or effects.**
24. Neither SYW2W nor any of the partners in the Wheels2Work scheme shall be liable for any loss, injury, damage or death sustained as a result of your participation in the SYW2W project other than loss, damage, injury or death caused by an insured event or by the negligence of SYW2W.

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**CONTACT NUMBERS**

**Sue Addison:           0114 2859913**  
**Craig Gambling:       0114 2859917**  
**Joe Ruddleston:       0114 2859937**

**Office hour's maintenance support; Jason Swain: 0114 2766009**  
**Mobile:               07930 676748**

**Out of hour's breakdown assistance:               01206 771766**

**APPENDIX 1**

**INSTRUCTIONS FOR REPAIRS, MAINTENANCE AND SERVICING**

***IMPORTANT NOTE***

***FAILURE TO COMPLY WITH THESE INSTRUCTIONS, WHICH ARE PART OF SYW2W TERMS AND CONDITIONS WILL RENDER YOU RESPONSIBLE FOR THE FULL COSTS OF ALL RESULTANT REPAIRS, INCLUDING LABOUR AND VAT.***

1. You must present the scooter for servicing and/or repairs at the designated Maintenance Provider.
2. **Maintenance – daily checks to be carried out by You**
  - Check oil levels on a daily basis, top-up if necessary.
  - Check fuel level is sufficient for your journey.
  - Ensure brakes and throttle are operating correctly in all steering positions.
  - Check tyre pressures and look for any splits or damage and wear,
  - Tyre pressures: **Zip 50cc:** 28psi/30psi **Fly 125cc:** 28psi/30psi **Liberty 125cc:** **32psi/35psi.**
3. **Cleaning** to be carried out by You **at least once a week (and before the scooter is returned at lease end)**
  - The scooter must be washed all over with hot soapy water (car shampoo)
  - Rinse off with clean water, **but do not use a jet wash.** Apply car polish to paint work allow to dry, then buff up. Use vinyl/plastic polish on seat and other plastic parts. Do not use cleaners containing solvents.
  - When required, accessible moving parts should be given a drop of light oil e.g. 3 in 1.
  - Ensure that all lights, number plate, 'L' plate and reflectors are kept clean at all times.
4. **Oil Changes and top-ups**
  - Not using the correct oil may result in the scooter engine seizing up.
  - The correct oil is; **issued with Zip 50cc – 2 stroke oil / issued with Fly & Liberty – 4 stroke oil 5/40 Synthetic.**
  - The rule of thumb for oil top-up is **1 to every 3<sup>rd</sup> petrol top-up.** If the red oil warning light comes on **please do not ignore it.** It is telling you that you need to fill up your oil level with the correct oil. **PLAY SAFE AND CHECK DAILY!**

**DOCUMENTATION**

Before SYW2W will allocate a scooter to you, you must supply, to the reasonable satisfaction of SYW2W:

- Written confirmation of your employment (or offer thereof) , and/or training or education, together with proof of address – a recent utility bill etc
  - A driving licence - Full or Provisional. Please note ANY driving disqualifications or convictions or if you have 6 points or more we will require clearance from our Insurers.
  - Signed Guarantor Form – accompanied by Guarantors proof of address and signature.
- .....

## General Data Protection Regulation

SCT uses the personal information you supply in this form in order to assess your eligibility for the SYW2W project. If you are not eligible this paper record will be securely disposed of. If you are eligible we will enter the data you provide into our transport scheduling and accounting software. The paper record will then be disposed of. The information you provide will be used to allow us to assess your eligibility, to maintain records of the period of your involvement with the project and to contact your employer/training provider when necessary. Should you default on any payments due to SYW2W your contact details may be passed to a debt collection agency. If you cannot be contacted using the details we have and you are in possession of one of our scooters we may contact the police with the details we hold about you. Your data will be securely stored on our system which is password protected. SCT will never share your details with any other person or agency other than those mentioned above without your written permission. When you leave the project we will anonymise all your personal details in the system. Once this has been done the information cannot be retrieved. We do need your consent to store any of your personal data on our system so, if you are willing for us to do this, please tick the box below.

I consent to Sheffield Community Transport holding personal information about me on their computer system. I understand that this data is used by SCT solely for purposes related to my involvement with the SYW2W project. I understand that this data will never be shared with any third party other than those mentioned should that become necessary

Yes  No

### Declaration

I have read and accept all the Terms & Conditions and agree to fully abide by them. I am also aware of all the responsibilities and information contained in the Appendices.

**Signed**.....(Named Driver)

**Print**.....**Date**.....

**Parent/Guardian (If under18):-**



**Signed**.....

**Print**.....**Date**.....