

Terms & Conditions

THIS AGREEMENT dated is between
East Surrey Rural Transport Partnership [ESRTP] (the Lessor)
and **(the User)**

LOAN PERIOD

Note: If the loan period is less than 6 months on return of the moped, the user becomes liable for the cost of their CBT and safety gear issued (currently £65).

Loan period to commence: (day/month/year)

Loan period to end: (day/month/year)
[this initial period may be extended by agreement]

MOPED DETAILS

Make and Model:

Registration No:

Frame Number:

Engine Number:

USER DETAILS

Name:

Address:

Post Code:

Home Telephone No:

Mobile No:

Address where moped will be kept:

Email Address:

Age:

Date of birth:

WORK and/or TRAINING/EDUCATION DETAILS

Name:

Address:

Contact Telephone No:

Special conditions arising from details of attached insurance questionnaire:

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Special conditions (incumbent on named User):

GUARANTOR DETAILS – if User aged under 18

Name.....Email.....

Address.....

Home Tel No:.....Tel: Mobile.....

Relationship to User.....

All applicants being considered for the moped loan scheme must agree to abide by the terms and conditions laid out below.

1. Agree to supply written confirmation of their offer of work/training/employment
2. Agree to supply proof of possession of clean driving licence - *full or provisional*
3. Provision of two personal references
4. To undertake CBT training or provide proof of current certificate. *This includes drivers with a full car licence with an automatic right to ride a moped but does not include holders of a full motorcycle licence.*
5. To attend an ES RTP Safety Awareness event when invited to do so.
6. To participate in a Moped Focus Group if invited to do so.

Once accepted onto the scheme all clients must agree and understand the following terms and conditions.

Use of moped

1. The moped shall only be used by the User and by no other person. No passengers will be carried at any time.
2. The moped can be used for travelling to and from your place of work, training, education, voluntary work and for social purposes.
3. The moped must not be used for any of the following purposes:
 - (a) *Business or trade other than travelling to and from work, training, education or voluntary work.*
 - (b) *Commercial travelling*
 - (c) *Carriage of goods for reward*
 - (d) *Carriage of passengers for reward*
 - (e) *Motor trade purposes*
 - (f) *Hiring out*
 - (g) *The purposes of any other company, body or organisation*
 - (h) *Travel outside the United Kingdom*
 - (i) *Any purpose while on airfields or airports*
 - (j) *Carriage of any toxic, explosive or inflammable goods*
4. The User must comply with all those laws governing the use of mopeds and must adhere to the relevant guidance as set out in the Highway Code. All mopeds are

registered with Surrey/Kent Police, who will notify ES RTP of any User found to be breaking the law. *The Police would like to remind all Users that, should any unauthorised person be caught in possession of the moped, the User may be charged with Aiding and Abetting an Offence.*

5. The User will be issued with the following safety equipment free of charge, (*assuming the User is of standard size ranging between XS to XL*):
 - Helmet
 - Gloves, and
 - Padded jacket with reflective and fluorescent panels (if panelled jacket not available plain jacket and separate reflective safety vest.)

The User agrees to wear the safety equipment at all times and keep it in good condition. *Any defects must be reported to the East Surrey & Kent Wheels 2 Work Moped Loan Co-ordinator immediately, who will arrange for a replacement to be issued. All replacement equipment will be charged to the rider.*

6. The moped will be taxed and insured by ES RTP.
7. The mopeds will be serviced by our nearest contractor at their premises. (*Details to be supplied prior to signing any agreement*).

Care of moped

8. The moped will be withdrawn immediately if subjected to neglect or misuse and may be withdrawn at any time at the discretion of the provider.
9. Faults must be reported to the East Surrey & Kent Wheels 2 Work Moped Loan Co-ordinator (*see contact name and telephone number below*).
10. The User will present the machine for periodic moped checks 3 times per year or as required by ES RTP. *Failure to attend these checks on two consecutive occasions, even if notice is given, will result in the User being asked to leave the scheme.*
11. Should the machine require professional maintenance or repair during the loan period, the User must notify the East Surrey & Kent Wheels 2 Work Moped Loan Co-ordinator immediately. *It will be the User's responsibility to book the moped in for service or repair and to deliver and collect the machine from our nearest contractor.*
 - 11.1. Prior to the service, the User should check with the service centre with regard to the possibility of using a courtesy moped during the service. *Courtesy mopeds are subject to availability and cannot be guaranteed.* In the event that a courtesy moped is not available, the User agrees to either wait at the service centre for the duration of the service or to make their own arrangements to be collected from and dropped back to *the service centre.* *Should a courtesy*

moped be available, the User automatically agrees to the same Terms & Conditions of loan.

- 11.2. Subject to availability, a collection and delivery service will be available to riders but this will be charged to the rider on a fee plus mileage basis. *Riders will need to contact ES RTP office at least two weeks prior to the moped service to see if collection and delivery of the moped is available and what the cost will be.*

12. The User must make periodic daily, weekly and monthly checks on the machine as set out in Appendix 1 and, if in any doubt, contact the designated motorcycle mechanic or, in their absence, the East Surrey & Kent Wheels 2 Work Moped Loan Co-ordinator. At the end of the contract, the moped must be returned in a clean condition. *Should it be necessary to valet the moped for the next user, a fee of £45.00 will be charged to the User account.*

Financial matters

13. When not in use the moped will be locked, using the locks provided by ES RTP as a minimum. Where the User has the use of a garage, the moped should be locked in the garage overnight. *In the event of not securing the moped properly to deter theft, a charge may be liable to the User, not exceeding the current market value of a new moped.*
14. The User will make a monthly payment of £121.33/£156.00 for the loan of the moped and related administration costs. This fee will be payable monthly in advance by Standing Order to the ES RTP designated account.
15. The User agrees to pay for each and every damage repair bill, irrespective of blame, *excluding* fair wear and tear and servicing. The scheme will endeavour to claim for all damage repairs under our insurance but this is not always possible. The rider will be invoiced for repairs as they are needed.
16. The User will be responsible for the immediate payment of the insurance excess (2017-18: £100) in respect of any insurance claim, irrespective of blame. *The excess will be payable to ES RTP at the start of the claim. Should the insurers decide the rider was not at fault and be able to claim the rider excess from a guilty third party, it may be possible for the rider to claim a refund of the excess paid.*
17. Where an applicant is concerned that they may not be able to find this excess amount at short notice, they may elect to pay a deposit towards this total in their monthly rental which will be available to them in the event of a claim or, if no claim is made, refundable in full at the end of the loan period. *No interest will be payable on this deposit.*
18. It may be possible for the scheme to loan a rider a temporary moped for the duration of any insurance claim but this is subject to availability and cannot be guaranteed. *Should a moped be available, it will only be loaned if the rider account is up to date and the insurance excess for the first moped has been paid in full. All temporary loans are at the discretion of ES RTP – no discussion will be entered into with the rider.*

NOTE: Riders should be aware that, in the event of a second insurance claim, they will have to pay the insurance excess again.

19. ES RTP will pay for one CBT assessment only, subject to certain conditions being met. A receipt must be obtained from the CBT Provider and the cost will be reimbursed against this when the moped is returned as long as 1) 6 months have been completed, 2) you are up to date with your payments and 3) there have been no other adverse circumstances during the loan period.

Road Traffic Incidents and/or Accidental Damage

20. If, during the period of use, the moped is involved in any collision, whether liability is admitted or denied by the User, it must be reported to the East Surrey & Kent Wheels 2 Work Moped Loan Co-ordinator within 24 hours or as soon as is reasonably practicable. Any damage caused to the moped either accidentally or as a result of a collision must also be reported immediately.
21. The User must provide full assistance to ES RTP in respect of any insurance claim or alleged claim resulting from the use of the moped. An Accident/Damage Form must be received by the scheme within 7 days of any damage being caused to the moped, howsoever caused, and irrespective of any insurance claim. *Failure to supply an Accident / Damage Form within the required time will result in the moped being withdrawn. An administration fee of £30.00 will be charged to the rider account if the return of this form has to be chased.*
22. The User must ensure that full details of any third parties involved in any road traffic accident are taken. *Failure to take third party details will mean an insurance claim cannot be pursued and the User will be liable for the total cost of ALL repairs, irrespective of blame.*
23. Should the User be convicted of any motoring offence, the East Surrey & Kent Wheels 2 Work Moped Loan Co-ordinator must be advised immediately.
24. In the event that the User is unable to contact the East Surrey & Kent Wheels 2 Work Moped Loan Co-ordinator directly, then the User must contact the ES RTP Office on 01883 732791.
25. Any crash involving damage to property, pets or other road users must be reported to the police as well as to the scheme.
26. The moped will be withdrawn if any collision, however minor, is not reported to ES RTP within 2 working days.
27. If the User is involved in any accident, which was attributed to him/her, then the User may be obliged to undergo further compulsory training should they wish to remain on the scheme.

Loan period

28. The loan period is, as agreed between the User and ES RTP, detailed at the start of this document.
29. All loans are approved at the discretion of ES RTP and can be terminated without notice.
30. The User must give ES RTP one month's written notice, should he/she wish to terminate this agreement before the end of the loan period.
31. It is the User's responsibility to collect and deliver the moped as required at the commencement and end of the loan period. *All mopeds must be collected from and returned to our named supplier only. If a rider lives more than a 40 mile round trip from the nearest contractor a chargeable collection and delivery service is available by prior arrangement with the ES RTP Office.*

Other

32. The User understands and accepts that ES RTP can accept no liability for any loss, death, injury or damage arising whatsoever from the loan of the moped. The User rides the moped at his / her own risk.
33. The User agrees to pay immediately on demand:
 - any penalty incurred in respect of his/her use of the moped
 - to the moped lessor, any penalty that he/she may incur as a result of the use of the moped by the User.
34. The User agrees to inform the East Surrey & Kent Wheels 2 Work Moped Loan Co-ordinator *within 2 working days* of any motoring offence committed and subsequent fines or driving licence points received. *ES RTP reserves the right to withdraw the moped loan for any conviction, however minor.*
35. ES RTP will deem this agreement terminated should the User breach any of the above Terms or Conditions.

DECLARATION

I have read and understood the above terms and conditions and agree to abide by them (each page to be initialled and full signature below).

I have also completed the attached insurance questionnaire and disclaimer.

SIGNED (USER)

SIGNED..... (GUARANTOR, if User aged 16 or 17)

SIGNED (ESRTP)

DATE

Contact Details:

Wheels 2 Work Moped Loan Co-ordinator:

East Surrey Rural Transport Office:

01883 732791
rtp@tandridge.gov.uk

Vehicle Servicing and Repairs:

1. To be confirmed

EAST SURREY RURAL TRANSPORT PARTNERSHIP WHEELS 2 WORK INSURANCE QUESTIONNAIRE

USERS ARE REQUIRED TO READ AND SIGN

Have you

- | | |
|------------------------------------------------------------------------------------------------------------------------------------|------------|
| (a) Been involved in any motor crash or made a claim against a motor insurer in the last 3 years? | [YES] [NO] |
| (b) Been convicted of any motoring offence(s) or had a licence suspended in the past 5 years or have any prosecution pending? | [YES] [NO] |
| (c) Been convicted of any offence(s) involving dishonesty of any kind, e.g. fraud, robbery, theft, arson or handling stolen goods? | [YES] [NO] |
| (d) Ever suffered from any physical or mental infirmity, diabetes, fits or heart complaint? | [YES] [NO] |
| (e) Ever been refused insurance or quoted an increased premium or had special terms imposed? | [YES] [NO] |
| (f) Been resident in the UK less than 3 years? | [YES] [NO] |

If you have answered YES to any of the questions please give details below:

To the best of my knowledge and belief the statements and particulars made above are true and complete and no material fact (being a fact likely to influence an insurer in his assessment or acceptance of a risk) has been omitted.

I understand that you will pass the information on this form, and about any incident I may give details of, to the moped lessor, who will pass it on to his insurers. The insurers may in turn pass it on to the Association of British Insurers.

.....
RIDER SIGNATURE

.....
RIDER NAME

.....
GUARANTOR SIGNATURE

.....
GUARANTOR NAME

DATE:.....

**EAST SURREY RURAL TRANSPORT PARTNERSHIP
WHEELS 2 WORK
MOPED LOAN SCHEME**

DISCLAIMER

The User (and Guarantor if applicable) understands and accepts that East Surrey Rural Transport Partnership can accept no liability for any loss, death, injury or damage whatsoever, arising from the loan of the moped by the moped loan project.

I understand and agree to the above statement

USER SIGNATURE.....

USER NAME.....

DATE.....

GUARANTOR SIGNATURE.....

GUARANTOR NAME.....

DATE.....

**Wheels 2 Work
Moped Loan Scheme
Terms and Conditions**

Appendix 1

Part A

The User must carry out the following to comply with the terms and conditions of the moped loan:

DAILY CHECKS

Stop the engine and support the moped on a firm level surface before performing any maintenance.

Engine Lubricant Oil – Check levels and add if necessary (but also do not overfill)

Fuel Level - Sufficient for intended journey

Lights /Horn – Check for correct operation

Brakes – Check for correct operation

Drive Chain – Check condition and slack, adjust if necessary and lubricate

Tyres – Check condition (look for slashes, cuts and nails). Check pressure and adjust (refer to manual). Check tread is still legal

Throttle – Check for smooth operation in all steering positions

Engine Stop Switch – Check for proper function

The above list should be regarded as the absolute minimum to be performed.

Part B

CLEANING

It is important to clean your machine regularly (weekly) and effectively as, left unattended, road salt will cause deterioration of exposed metal surfaces.

Warning – only use neutral cleaners on plastic parts

Chemical cleaners sometimes contain solvents, which extract plastomers from the plastic. This causes the material to become brittle. Avoid such cleaners. Car shampoo is best as washing up liquid contains high levels of salt.

For engines, wheels and exhaust system usual trade cleaners are recommended. Rinse with water. Make sure no polluting chemicals reach the soil. (Turtle Wax)

Avoid directing a jet of water onto the bearings. The resultant humidity will assist corrosion.

To non-painted aluminium parts, like engine and transmission housing, a transparent protective spray should be added during the winter. Any existing corrosion marks can be removed with soaped steel wool.

Bare metal parts can be cleaned and protected with chromium polish.

For cleaning seat, dashboard, indicators, rear light and windscreen, use only neutral soap solution. Do not use any cleaners containing solvents.

Very filthy parts should be soaked in soap solution and afterwards rinsed with water.

Especially during adverse operating conditions, it is advisable to protect your machine with suitable waxes and lubricants. Consult the lessor for advice.

Part C

ANTI-THEFT

Always lock the steering and never leave the key in the ignition switch.

Park your moped in a locked garage where possible.

Use a mooring hook/fixed anchor point, chain and lock when parking the vehicle.

When deciding where to park, make good use of available lighting and CCTV.

Part D

CARE OF YOUR BIKE

If you have any problems regarding the operation of the bike you should contact the designated mechanic/workshop or your Wheels 2 Work Co-ordinator. **DO NOT ATTEMPT TO REPAIR THE MACHINE** as this could cause more damage and put the rider at risk of harm.