



HAVELOCK SCHOOL & COMMUNITY MINIBUS

Conditions of Use 2017 [non-stakeholder]

Name Member Org

The HSCM is owned by Havelock School and is available for use to authorised persons, schools or community groups from Havelock. The Minibus is **not** available for commercial hire and will **not** be operating as a passenger service. In order to ensure that the school can continue to make the Minibus available, the following conditions of use will apply:



1. The **Membership Registration Form** must be completed and sent to:
Admin MINIBUS, Havelock School, 47 Main Road, Havelock 7100 together with the membership fee.
2. Where the Member/User is a School, Club, Society or Association, the person acting on behalf of the Member/User shall be responsible for ensuring that the **Conditions of Use** are fulfilled and shall sign the Membership Registration Form accordingly.
3. The **Membership Fee is \$172.50** (GST incl) per calendar year regardless of the number of anticipated uses however, it covers only the **first five times** the Minibus is used. Each **subsequent use** will cost **\$34.50** (GST incl) per use.
4. The **Kilometre Usage Rate** is **35c** (GST incl) per kilometre however, the first 100 km are free each use.

NB The **Membership Fee** and **\$34.50** (GST incl) **per use** charge if applicable, is payable to 'Havelock School' either **prior to or when collecting the Minibus**. The **KU charge** is payable on return of the Minibus. Payment is preferred via internet banking in both cases.

Bank Account # 12-3167-0082283-00

5. **Member, Driver and Usage details** are to be fully disclosed when requesting a booking. The booking may be emailed, posted, faxed or dropped in to the school one week or earlier if possible to the required date of use.

6. **Original Driver Licenses for all Drivers** are to be sighted and verified at reception at Havelock School before the Minibus is collected. A copy will be held on file. [Licence/s may be processed at or about the same time as the membership fee is paid.]

NB The nominated driver/s must not have been convicted of any Dangerous Driving or Drunk Driving offences within the last three years.

The nominated driver must be **25 years** of age or over.

7. The Minibus may be collected from Havelock School, 14 Lawrence Street, Havelock between the hours of **8:30 am – 4:00 pm Monday to Friday** or by **prior arrangement**.

8. The Minibus is available principally for the transport of **school and community groups**.

9. The Minibus is licensed to carry **12 people, including the driver**. The User will **not** allow this number to be exceeded.

10. The Minibus is not generally available on an ongoing regular basis (ie every Sunday) however, a block booking might secure specific dates up to three months ahead. The Havelock School Board of Trustees retains the right to make a call should requested dates/times conflict with a block booking.

11. The User shall ensure that reasonable care is taken in handling and parking the Minibus and that it is left securely locked while unattended.

12. There will be **no smoking or consumption of alcohol** in the Minibus at any time.

13. The Driver must ensure that:

- a. the **water** in the radiator of the Minibus is maintained;
- b. the **oil** in the Minibus is maintained;
- c. the **tyres** are maintained at their proper pressures;
[front 54psi/3.75bar and rear 62psi/4.25bar]
- d. any **significant damage** is notified immediately to the principal [027 448 4789]; and
- e. in the case of accident, the guide **“In Case of Accident”** stored with the logbook, is followed.

NB **Good practice would suggest a check prior to use, again perhaps during a longer trip and certainly when refuelling (tank capacity 70 litres Diesel only) just prior to return.**

14. Should damage occur while the Driver/User has the vehicle under their control, s/he will be responsible for the amount of excess required by the School's insurance company against any claim made under the policy. The **excess is currently \$470**. [For exceptions, please see below.]
15. **Vacuuming/wet wipe and exterior washing of the Minibus is to be undertaken by the Driver/User** and if further cleaning is required a charge of \$69 (GST incl) will be sent to the Member/User for payment. [Small cleaning kit stored under back seat contains two brushes, a microfibre cloth, bottle of car wash and spray bottle for interior cleaning.]
16. The Minibus is to be returned between 8:30 am – 4:00 pm Monday to Friday or by prior arrangement. Upon return to Havelock School it is to be locked in the garage/secure parking area.
17. A **log book** is provided in the Minibus and shall be **completed by the driver on the return of the Minibus**. The driver must record any defects in the Minibus noticed during use. **The fuel tank (diesel) must be filled just prior to the return of the Minibus**.
18. The User/Driver will be responsible for all **traffic infringement fines** relating to period of use.
19. The Minibus will not stop at any licensed premises other than for accommodation and meals.
20. The Member/User/Driver shall not arrange or undertake any repairs or salvage without the authority of the Board of Trustees or its authorised representatives unless the repairs or salvage are necessary to prevent further damage to the vehicle or other property.
21. The Driver/User shall ensure that no persons shall interfere with the distance recorder or speedometer, or except in an emergency, any part of the engine, transmission, braking or suspension of the vehicle.

EXCEPTIONS UNDER THE SCHOOL'S INSURANCE POLICY

Although the vehicle is insured by the School, the Member/User/Driver will be solely responsible where the damage, injury or loss to the vehicle arises where:

1. The driver of the Minibus is under the influence of alcohol or any drug;
2. The Minibus is in an unsafe or un-roadworthy condition that arose during the course of the use and that caused or contributed to the damage or loss and the User/Driver was aware, or ought to have been aware, of the unsafe or un-roadworthy condition of the Minibus;
3. The Minibus is operated in any race, speed test, rally or contest;
4. The Minibus is not being driven by an Approved Driver;
5. The Minibus is wilfully or recklessly damaged by the User/Driver, or is lost as a result of the wilful or reckless behaviour of the User/Driver or occupants;
6. The Minibus is operated outside the terms of use stipulated in Conditions of Use.