

Community First New Forest

HAMPSHIRE WHEELS TO WORK MOPED LOAN SCHEME

TERMS AND CONDITIONS OF THE LOAN

This agreement is between Community First New Forest (*CFNF*) and the *user*, or if the *user* is under 18 years of age, the *user's* representative. The initial period of this agreement is for three or six months. The maximum loan period will be 12 months.

Purpose of the loan

1. The prime use of the machine will be to access employment/vocational training (full or part-time) or to attend interviews as specified in the application.
2. The *user* must provide details of employment or vocational training, which will be checked by *CFNF*.

Prior to the loan

3. *CFNF* will purchase, tax and insure the machine.
4. *CFNF* will pay for a helmet, gloves, hi-visibility vest, locking device and the premium for breakdown recovery.
5. The *user* must hold a current driving licence (this may be provisional).
6. The period of loan may only commence upon satisfactory completion of a Compulsory Basic Training (CBT) course. If the applicant has not already undertaken such a course, this will be provided at no cost to the applicant. Arrangements for the CBT will be made through *CFNF*.
7. The *user* must pay a deposit of £50 and provide all other documentation as requested.

During the loan

8. The *user* will pay £15 per week for the loan of the moped.
9. The *user* will be responsible for the day-to-day maintenance of the machine, which must be kept in a clean, tidy and roadworthy condition.
10. The *user* will be responsible for ongoing expenses such as petrol, light bulbs, oil.
11. The moped will be regularly serviced through *CFNF*.
12. The *user* must report faults to the Wheels to Work Co-ordinator at *CFNF* straight away.
13. The *user* will be charged for the costs of breakdown recovery where the problem is due to *user* negligence.
14. The *user* will be responsible for all fines incurred during the loan period.

Use of the machine:

15. The machine must **NOT** be loaned to any other *user*.
16. The machine must **NOT** be used to carry passengers at any time.
17. The machine must **NOT** be used on public footpaths or pavements, and should be ridden according to the rules in the Highway Code at all times.
18. The machine must **NOT** be used off-road at any time.
19. The *user* must **NOT** drink alcohol & ride, nor ride under the influence of any other drug.
20. The *user* will be responsible for compliance of the law at all times.
21. The machine will **NOT** be de-restricted for any reason

Insurance

22. *CFNF* will insure the machine and will hold the policy documents and certificate of insurance. The *user* is not insured to ride any other machine that is not allocated to him/her.
23. The Insurance policy is "Comprehensive", and potentially provides cover for: accidental damage, fire, theft, damage to third parties & their property, public liability, legal expenses, limited medical expenses (up to £250), and limited personal effects (up to £150).
24. If required by the police to present evidence of insurance, the *user* should refer them to the Wheels to Work Co-ordinator at *CFNF*.
25. The *user* is responsible for the security of the machine at all times. The machine is fitted with a security device, which should be used at all times. Every effort should be made to keep the machine in a locked building or under cover at night.
26. Insurance cover is subject to a £250 insurance excess. This will normally be covered by *CFNF*. *CFNF* will decide whether to make a claim on the insurance for any particular incident.

27. The *user* will pay for any damage caused through negligence (eg failure to top up oil) or wilful misuse (eg doing wheelies, riding off road) whilst the moped is in their care. Other repair costs to ensure the moped is road worthy will normally be covered by *CFNF*.

Safety

28. **The *user* must wear the supplied safety helmet at all times by law.** Stickers must not be attached to the helmet under any circumstances. It is recommended that gloves should be worn at all times.
29. The wearing of other protective clothing is the responsibility of the *user*. It is critical that the *user* is easily seen and therefore it is recommended that the *user* wears their reflective vest at all times. The *user* is also strongly advised to wear protective clothing (jacket, trousers and strong boots). Head lights should be on at all times when riding.
30. The *user* must participate in a *Risk Assessment Safety Ride* with our trainer, within 6 weeks of the start of the loan. *CFNF* will provide this free of charge.

Contact with the scheme:

31. The *user* must inform the Wheels to Work Co-ordinator in the event of any accident, mechanical fault, breach of the road traffic act, or request by the police for documentation.
32. The *user* must inform the Wheels to Work Co-ordinator in the event of any changes in circumstances, which may affect the *user* eligibility for continuation of the loan e.g. change of address, mobile or phone number, change of employer or criminal conviction.
33. The *user* must maintain monthly contact with the Co-ordinator.

Termination of loan:

34. At the end of the loan period, *CFNF* will assess the condition of the machine.
35. The *user* would not normally be asked to make additional contributions to repair costs.
36. It is the *user* responsibility to return the machine to the garage at the end of the hire. If collection of the bike is necessary the cost will be charged to the *user*.
37. The deposit will be returned less the cost of any repairs due to negligence.
38. The maximum loan time of a machine under the scheme is 12 months.
39. If the *user* returns the machine within 8 weeks of commencement of hire then the deposit of £50 will be retained by *CFNF* to offset the training costs.
40. If the *user* wishes to retain the supplied helmet, hi visibility vest and gloves at the end of the loan, a £10 deduction will be made from the returnable deposit.

CFNF retains the right to withdraw the loan facility at any time, without notice, for any of the following reasons:

- 40. The *user* is not looking after the bike correctly;**
- 41. There are concerns about the *user's* driving ability and safety awareness;**
- 42. The moped is used at any time by anyone other than the *user*, knowingly or not;**
- 43. The *user* fails to comply with the law;**
- 44. The *user* ceases the employment which justified the loan, or fails to seek and/or find employment;**
- 45. Weekly loan payments and any other payments due from the *user* are more than four weeks in arrears;**
- 46. Any other reason deemed justifiable by *CFNF*.**
- 47. The *user* fails to keep to the contact requirements.**

I agree to abide by the terms and conditions listed. Name _____

Signed _____ Date _____

(To be signed if user is below 18 years of age:)

I _____, being the parent/guardian/guarantor of
_____, agree to him/her participating in this scheme and
will endeavour to see that he/she complies with the terms and conditions.

Signed _____ Date _____