

## Wheels 2 Work North Lincolnshire Moped Loan – Terms and Conditions

Telephone: 01724 297681

E-mail: [w2w@northlincs.gov.uk](mailto:w2w@northlincs.gov.uk)

North Lincolnshire Council will hire a moped to:

<b>Name:</b>			
<b>Address:</b>			
<b>Postcode:</b>			
<b>Date of birth:</b>		<b>Age:</b>	
<b>Tel:</b>			
<b>Scooter model:</b>	<b>50cc</b>	<b>125cc</b>	

The following conditions form the agreement between North Lincolnshire Council ('the council'), who administers the Wheels2Work & Wheels4Carers North Lincolnshire scheme ('the scheme') and the above-named person (hereafter referred to as 'you'), whereby **a moped is hired to you for a minimum of 2 months up to a maximum period of 18 months. Within this time, you must plan your transport arrangements for the future.**

**Hire start date:** \_\_\_\_\_ **Hire end date:** \_\_\_\_\_

**If you do not return the moped at the end of the hire period, there will be additional charges and consequences as the moped will be out unauthorised.**

1. The moped shall always remain the property of The Council. The moped is insured on a fully comprehensive basis with business cover, an excess of £100 for all moped models if stolen and £100 excess for accidents.
2. Only you and no other person may use the moped and such use must only be for social, domestic, to and from work or study and planned route at work (Carers). You must not use the moped as part of running a business e.g., deliveries.
3. By signing these T&C's you agree you have never been or are currently subject to a Section 59 notice for anti-social behaviour whether for a car or moped, **we cannot** accept you onto the scheme if you have. If at any time, this changes, or we find out you have withheld this information you will be removed from the scheme with immediate effect, you will not be able to reapply at any time. If you have withheld this information and then police stop and seize/crush our

property you are liable for the full cost of a replacement moped charged at current market value.

4. You must not carry passengers at any time even if your licence says you can.
5. At the start of the loan period, you must pay a non-refundable deposit of £60.00, £80.00 or £99.00 as applicable.
6. You must pay monthly hire of £60.00/£80.00/£99.00 collected by direct debit on the 1<sup>st</sup> of each month starting 2 months after the handover. This covers the hire charge/equipment. All hire periods will end on the last day of the month. Adjustment charges for days in the month owed will be charged at the end of the hire.
7. The council accepts no liability for reimbursement of fuel and/or electricity costs at any time.
8. You agree to a minimum hire period of 2 months when you join the scheme.
9. You use the moped at your own risk the scheme does not provide individual personal accident cover for any injuries you suffer while using the moped.
10. You will be responsible for the day-to-day maintenance and cleanliness of the machine including the cost of petrol or electricity. At the end of the hire period the moped must be returned in a clean condition and full working order otherwise there will be a charge for damage.
11. The moped will be taxed (if applicable) and insured by the scheme and must be serviced and repaired by the scheme.
12. A security lock will be issued with the moped. If you tamper with the lock or fail to return it at the end of the loan agreement you will be charged £50 for the cost of a replacement lock.
13. You will be responsible for all proven repair costs for damage and abuse to the moped whilst in your care. Any repairs to the moped will be subject to authorisation from the Wheels2Work Transport Officer. All punctures will be charged to the customer if applicable.
14. A charge of £30 will apply if keys are lost/damaged by the customer or not returned to the scheme for whatever reason.
15. **Electric mopeds must be returned with the battery charging cable otherwise you will be charged the full cost of a replacement.**
16. Electric mopeds will need the battery cable PATS testing every 12 months once 12 months old. The bike must be available to attend a PATS test when requested to do so by Wheels2Work staff.

17. You must provide full assistance to the council in respect of any claim or alleged claim arising from the use of the moped. In the event of you being convicted of any motoring offence involving use of the moped, you must immediately report this to the Wheels2Work staff. **You are liable for any penalty charge notices or fixed penalty notices incurred during the period of the hire.**
18. The scheme provides you with one set of the following: a helmet, gloves, and hi-visibility vest, which you are advised to wear when riding the moped. You are also provided with a moped manual.
19. By law, the safety helmet **MUST** be worn when riding the moped.
20. **Any antisocial behaviour by yourself or anyone else whilst on the moped or mistreatment of the moped, such as carrying passengers, loaning to a friend, not wearing a helmet, in appropriate riding, drink or drug offence will result in immediate removal of the moped, this list is not exhaustive. You will not be allowed to re-apply to the scheme at any time.**
21. **If you attempt to modify the moped in anyway, the moped will be confiscated immediately, and you will be charged for the cost of restoring it to its original condition.** Removal of the top box and wing mirrors is forbidden unless there is a valid reason, and the scheme are aware of this.
22. **You must pay the monthly charge on time, failure to do so will result in you being removed from the scheme. Any debt incurred will become due and will be invoiced in full.**
23. You agree to abide by the Highway Code and in accordance with traffic regulations.
24. You must notify the Wheels2Work staff of the following changes in your circumstances occur during the loan period:
  - a) Change of address.
  - b) Change of e mail
  - c) Change of mobile number.
  - d) Leave employment or training.
  - e) Change employment or training.
25. The council may terminate the agreement and take immediate possession of the moped if you fail to comply with any of the terms of this agreement, or if the moped is damaged but not reported.
26. **At no point does the council accept any responsibility or liability for any injury sustained to the named person or death of the named person because of them participating in the scheme.**
26. In the event of an accident or collision with another vehicle you must contact the Police and report this. You must not ride the moped. A Police log number will be provided to you when you report the accident. You must provide this information

to the Wheels2Work Assistant, arrange for your own transportation. At the earliest opportunity you must provide full details of the incident. An accident report form must be completed. If you are unhurt, you must obtain the following details of the third party:

- a) Their name, address, and telephone number.
- b) The registration number of their vehicle.
- c) Their insurance company and their insurance policy number.

27. The moped comes with limited breakdown support. However, if you break down, you will need to move the moped to a safe place and secure it, always inform the scheme at the earliest opportunity explaining where the moped is. Refer to contact sheet provided if broken down out of hours. If it is found the moped has broken down due to lack of fuel or sufficient battery charge – abuse or lack of maintenance the cost of collecting the moped will be passed onto the customer as well as any repair costs to return the moped to its original condition.

28. In the event of any damage to the moped you must contact the Wheels2Work Assistant immediately so arrangements can be made to have the damage assessed and repaired, if charges are applicable, you will be invoiced.

29. If your moped is stolen, you must call the Police immediately. You must inform the Police that the registered keeper is the Wheels2Work scheme at North Lincolnshire Council. You must also inform the Wheels2Work staff. The Police will provide you with a log number for the crime. You must provide this number to the scheme. If the Police, ask you to produce documents for the vehicle you must inform us immediately.

30. You must bring the moped to the depot when it is required for a service or take it to the dealer where possible. You need to take it for service once a date and time have been planned. We cannot guarantee you will have the same moped returned to you, all personal items are to be removed from the moped and the top box must be attached. However, any mechanical faults need to be reported immediately for any additional work required.

31. The moped will be serviced, and workings of the moped checked before you receive it. After this time, you are responsible for its day-to-day maintenance and general roadworthiness. You must ensure the following checks are carried out to help keep your moped in a roadworthy and safe condition:

Daily and weekly checks	Daily	Weekly
Check you have enough fuel, or check your battery is charged	<input type="checkbox"/>	
Make sure the engine has warmed up before setting off (petrol)	<input type="checkbox"/>	
Check headlights are working: Dipped and main beam	<input type="checkbox"/>	
Check rear lights are working Brake and main lights	<input type="checkbox"/>	
Check left and right indicators are working	<input type="checkbox"/>	
Check the throttle is working smoothly in all steering positions	<input type="checkbox"/>	
Check brakes are working: Front and rear	<input type="checkbox"/>	
Check steering for any catching or rubbing	<input type="checkbox"/>	
Check horn is working	<input type="checkbox"/>	
Ensure you take the security lock with you	<input type="checkbox"/>	
Check both tyres for cracks, damage, wear, and visible tread		<input type="checkbox"/>
Check engine oil level (refer to scooter manual)		<input type="checkbox"/>
Clean moped (at least once per week or as required)		<input type="checkbox"/>

32. Do not leave the moped parked on the public highway overnight. The council will check your intended storage of the moped when not in use (both at your home address and your place of work or education). **The council will refuse the loan of a moped if we believe there is too greater security risk to the moped.**

33. Do not ride the moped if you see any fluids leaking or think it is unsafe.

34. Do not remove the 'L' plates.

35. Confidentiality and data protection statement

a) I understand that my personal information will be kept securely and confidentially under the requirements of the Data Protection Act 1998.

b) I understand that from time to time, the Wheels 2 Work Scheme may need to disclose information that they hold about me to third parties, such as the Police. Also, to North Lincolnshire Council in order to:

- Audit our records for accuracy.
- Monitor progress and outcomes of the Wheels 2 Work project.
- Ensure that we are offering equal opportunities.
- In the event of speeding
- In the event of parking fine

### 36. Declaration

I understand that the council reserves the right to amend any part of these terms and conditions when it becomes necessary.

I confirm that I have read and accept these terms and conditions and I give my consent for North Lincolnshire Council to use my personal data as stated (section 31):

<b>Signature of Client</b>	
<b>Name</b>	
<b>Date</b>	

Parent / guardian to fill in the section below if client is under 18 years old:

<b>Signature of parent / guardian</b>	
<b>Name</b>	
<b>Address</b>	
<b>Daytime contact number</b>	
<b>Date</b>	

The officer issuing these terms and conditions to fill in the section below:

<b>Signature of Witness</b>	
<b>Name</b>	
<b>Address</b>	<b>Transport Services Plot 21 Midland Road Scunthorpe North Lincs DN16 1DQ</b>
<b>Date</b>	