**RaKAT** **Community Travel**

**Richmond and Kingston Accessible Transport**

**Transport Services for Voluntary and Community Groups**

**User Membership Pack, Application and Monitoring Form**

We are a voluntary organisation and registered charity funded by the London borough of Richmond upon Thames and the royal borough of Kingston upon Thames. We also receive funding from other supporting charities.

Our aim is to provide high quality at low cost, accessible transport services for charities, voluntary organisations, schools, community and faith groups, based in the boroughs of Richmond and Kingston.

At present we have 27 minibuses of which 15 are fully wheelchair accessible, to provide transport services. We provide Minibus Driver Awareness Scheme (MiDAS) training and assessment, which must be undertaken by all drivers. We also provide Passenger Assistant Training (PATS) for passenger escorts and can offer advice to other groups on transport issues, such as running your own bus.

**Contact: -** **Office and telephone times: -**

**RAKAT Ltd Monday to Friday**

**The Liz Mills Depot**

**Wellington Crescent 08.30 – 15.30**

**New Malden**

**Surrey**

**KT3 3NE**

**Phone: - 0208 942 1745**

**Fax: - 0208 942 1768**

**Email: -** [**info@rakat.org.uk**](mailto:info@rakat.org.uk)

**Web: -** [**www.rakat.org.uk**](http://www.rakat.org.uk)

All Groups wishing to make use of our services must pay the annual User Membership Fee.

Registered office: The Liz Mills depot, Wellington Crescent, New Malden KT3 3NE. Registered in England, UK company registration No. 4673954. Charity registration No. 1102302

**How to become a User Member.**

* User Membership lasts for one year from the date your membership fee is received.

**Who is eligible?**

* Only bona fide not for profit community groups or voluntary organisations based in or benefiting the residents of the London Borough of Richmond and the Royal Borough of Kingston upon Thames.
* **Our services must not be used for party political or commercial purposes**.
* If your group wishes to become a user of this organisation, you must complete in full our user membership and monitoring forms and return them complete with the appropriate fee.

We also require validation of the address given for correspondence and invoices.

* Please note; groups must become user members individually. Any groups found to be allowing others to make use of our services under their user membership will be automatically disqualified from using our services.

**Please read all of the enclosed information and ensure that all relevant members of your group (drivers, escorts and staff) are familiar with the items relating to their use of our services.**

**Failure to comply with our rules and regulations could render your group liable.**

**Charges for using our Transport Services.**

**User Membership Fees**

* Each group must become a user member at an annual fee of £50.00. For groups who will make 3 or less journeys per year the fee is £30.00.
* The initial user membership fee entitles your group to have one driver trained and assessed free of charge as a volunteer driver.

**Minibus Driver Awareness Scheme (MiDAS).**

* Standard (MiDAS) driver training and assessment will cost £75.00(members) per driver.
* Accessible minibus driver training and assessment will cost £100.00(members) per driver.

**Transport Service Charges**

* For bookings up to 24 hours £40.00 which includes 20 miles of travel. Additional mileage is 84 pence per mile.
* Charges are inclusive of fuel, insurance and VAT.

**Fines for abuse of our systems**

* Groups failing to observe any of the requirements outlined in our printed conditions of use will incur a minimum charge of £30.00

**Insurance Excess**

* Groups may be liable to payment of the Insurance Excess up to a maximum of £300.00. The decision of our Management Team will be final.

**Conditions of Use**

**Bookings**

* Transport Services can be booked up to 3 months in advance of your proposed use.
* Transport Services can be booked for a period of up to 2 weeks duration. For longer periods you must submit a letter of request for consideration by our Management Team.
* Regular bookings are accepted but must be confirmed monthly in advance.
* Cancellations have to be made giving at least 3 working days notice, otherwise your group will be charged the minimum daily charge at the time if the vehicle cannot be re allocated.

**Drivers**

* **Only Drivers who are registered with us, hold a current MiDAS certificate of competence and are named on the Log Sheet are insured to drive RaKAT vehicles.**

**Using the Vehicle**

* The Log Sheet is the Usage Agreement and must be signed by an authorised member of your group before you use the vehicle. The Log Sheet must be completed by the Driver at the end of the vehicle use.
* Having signed the Log Sheet your group is responsible for ensuring that the transport provided by RaKAT is only used within our Terms and Conditions.

**ANY FINES FOR TRAFFIC OFFENCES INCURRED DURING YOUR USE OF THE VEHICLE ARE THE RESPONSIBILITY OF YOUR GROUP**

* Transport Services may only be used during the period indicated on the Log Sheet. Failure to return the vehicle on time may inconvenience other users and may result in your group being charged or disqualified from using our services.
* Vehicles must be tidied out and left in a suitable condition for the next user.
* Vehicles must be left with at least a quarter of a tank of fuel.
* If you remove seating you must replace it before returning the vehicle.
* Log Sheets, keys and other property of RaKAT must be returned immediately after use.
* Vehicles must not be used outside Mainland Britain without prior consent of RaKAT

**Accidents**

* Accidents (no matter how minor) must be reported to us during the first period that our office is open after the incident. Failure to do so may result in the drivers, group or both being disqualified from using our services.

**Payments**

* After the initial user membership fee all costs incurred by your group will be invoiced at the end of the month following your trip.
* Invoices issued by us must be paid within 28 days of the invoice date. Failure to make payment within this period will result in your group being unable to make further bookings.

**Using our Group Transport Services**

**Having become a user member** you can use the Transport Services in the following ways:

* **Bookings** can be made by telephone or in person during office opening times.
* **Log Sheets and Keys**. Authorised members of your group can come to the office during opening times to complete a log sheet/usage agreement and collect the vehicle keys and anything else needed for the booking. This person must be familiar with the details of your booking and know who will be driving the vehicle. **The Keys** may be collected in advance of the booking date.
* **The vehicle must not be taken or returned outside the times on the Log Sheet.** Remember someone else may be waiting for the vehicle and we accept very few excuses for late return.
* **The Driver is responsible for the roadworthiness of the vehicle.** Drivers must complete the vehicle checks as detailed on the Log Sheet prior to starting journey.
* **Do not use the vehicle if you consider it un-roadworthy.** Report it on the Log Sheet and leave a note on the vehicle itself. If you find a fault with a vehiclebut consider it not so serious as to render the vehicle un-roadworthy or unsafe continue with your journey but report the fault on the Log Sheet. If a fault develops with the vehicle which renders it un-serviceable please observe the rescue procedure and leave a note on the vehicle to prevent it being used by other drivers.
* **As soon as passengers have boarded all doors must be unlocked and remain so throughout the journey** as they aredeemed **Emergency Exits.** These and the **Gangways** in the vehicle must not be obstructed with baggage etc.
* **Each passenger must have their own seat.** Everyone must remain seated throughout the journey. Ensure all passengers are wearing their **Seat Belts** when the vehicle is moving.
* **Escorts if required should travel in the rear of the vehicle** to ensure that all safety issues are being strictly adhered to. You must ensure the Driver is not distracted in any way, and that the passengers are doing nothing to endanger themselves or anyone else during the course of the journey.
* **An Escort must never by their actions compromise the duty of care of the Driver.** Anyone that takes responsibility for the actions of another has a duty of care to ensure that it is done safely.
* **If you require fuel or oil during the journey use the fuel card issued**, this will be accepted by the majority of filling stations. Please use Shell Filling stations as it reduces the cost. Ensure that the correct fuel is used. Using the wrong fuel will result in the vehicle being disabled and your group being charged for any damage and recovery costs. Return all fuel/oil receipts to us with the Log Sheet.
* **Should you suffer a mechanical breakdown or be involved in an accident that requires assistance, the helpline card can be found in a pouch attached to the windscreen.**
* Ring the service and give the membership number on the card. Have all information about the minibus and passengers ready before you call.
* **Please do not try to repair any vehicle yourselves.** You are not allowed to sanction repairs to the vehicle other than those completed by the **Breakdown Service.** Even for a puncture, call the professionals.
* **On completion of the Journey, follow the completion procedure set down in your MiDAS handbook.** Leave the vehicle in a marked bay at base and make sure you have removed all belongings and tidied the vehicle before locking it. Return the keys, fuel card, fully completed **Log Sheet** and any other materials supplied by RaKAT. **When the office is closed please put the pouch with contents in the letterbox.**

**Who can drive our vehicles?**

Any member of your group can apply to be a volunteer driver providing they meet the following criteria:-

* **Minibus drivers should be between the ages of 21 and 70 years.**
* **Drivers over 70 will have to meet higher medical standards.** Contact RaKAT forfurther information.
* **Drivers must hold and have held a full UK driving licence for a minimum of 2 years,** with eithergroups **A E or D1** entitlement or have passed their driving test prior to **1st. January 1997.**
* **Drivers with only category B entitlement may drive a minibus under more limited conditions, they must:-**

1. Drive on behalf of a non commercial body for social purposes but not for hire or reward.
2. Drive only on a voluntary basis.
3. The minibus maximum authorised weight is not more 3.5 tonne standard or 4.25 tonne when fitted with equipment for the embarkation and carriage of passengers with a disability.
4. When driving a minibus under the above conditions you may not receive any payment or consideration for doing so other than out of pocket expenses.
5. You are not permitted to tow any trailer; you may only drive minibuses in this country.

* The driver should not have been disqualified from driving within the previous 10 years.
* The driver should not have any medical condition, disability or dependence on medication that may affect their driving ability.
* **All drivers must first attend and successfully complete the MiDAS course and assessment covering the appropriate vehicles.** This will establish that they are competentand confident to drive and operate the vehicles safely. In addition to the practical assessment/s the course will include the Legal Responsibilities, Codes of Good Practice and Passenger Awareness when driving a minibus.
* Drivers will be expected to produce their driving licence when required to do so by a RaKAT staff member.
* **Drivers must inform us immediately if there is any change in their medical or driving records.**
* **The drivers licence should not have more than 3 penalty points,** and the driver should not have any pending prosecutions.
* No driver will be able to complete the on-road driving assessment without producing their Driving Licence and National Insurance number in order for us to check with the DVLA. **Photocopies are not acceptable.**

**All Driving Licences will be checked every six months.**

All drivers will be registered as RaKAT volunteers.

**Volunteer Drivers**

* **A volunteer driver must be offered reasonable expenses at the beginning of your journey.**

Please check with us as to an appropriate amount.

* **Please ensure that a volunteer driver feels welcome within your group** and include them in your group’s activity where possible.
* **Do not expect a volunteer driver to act as an escort at your destination.** Please have precise details of your destination so that the driver can plan their route and provide a pleasant and safe journey.
* **Parking penalties and Insurance Excess,** in the event of an accident, **are your group’s responsibility**.
* **We do not have any selection criteria for volunteer drivers.** They will all have applied to be a volunteer and attended and passed the **MiDAS** training, demonstrating a safe and competent standard of driving and an understanding of passenger awareness. All volunteer drivers provide a reference and are DBS checked.
* RaKAT cannot guarantee to provide a volunteer driver for your group.
* **It can be a great deal of fun and very satisfying to be a volunteer driver, and they are always in demand. If you feel you might like to get involved please let us know.**

**Driving our Vehicles**

* **When driving our vehicles please remember you have responsibility for the safety of the vehicle and a duty of care for your passengers.**
* **You must not drive if you have been drinking alcohol or using drugs. It is illegal to drive whilst under the influence of alcohol, drugs or certain medication.**
* **You must not smoke when driving.** We operate a strict **No Smoking** policy in our vehicles and premises.
* **You must not operate a handheld or hands free mobile phone whilst driving.**
* **Your main concern must be the safety and comfort of your passengers.** Your actions may have serious consequences for passengers and other road users. Remember some people are nervous.
* **Apply the Defensive Driving Techniques** covered in the MiDAS training**.** Maintain situational awareness and expect the unexpected.
* **Do not follow traffic too closely.** Vehicles should be brought to a halt gently leaving plenty of space in which to stop. **It is always your fault if you run into anything from the rear.**
* **Take care when reversing and parking.** Check for hazards and use assistance if necessary.
* **Make sure you adjust and use your mirrors effectively** prior to driving and manoeuvring.
* **Always be aware of dimensions of your vehicle, height, width and the rear overhang.**
* **Apply the brakes and accelerator with care, these and hard cornering, will cause discomfort to your passengers.**
* On longer journeys, **STOP** and take **Regular Breaks. Do not drive tired or fatigued. See Midas recommendations.**
* **You are representing RaKAT when driving our buses.**

**Accidents**

* **If you are involved in an accident, don’t panic.** Assess each situation, take account of the circumstances and follow the safest course of action.
* **Ensure that the passengers are not injured or distressed and are in a safe situation.** If anyone is injured as a result of the accident ensure they have access to medical treatment. In addition in the event of injury, the **Police must be informed.**
* **Drivers of our vehicles must not accept or deny responsibility for the accident.**
* **Take the name and details of third parties. You are required by law to provide your name and RaKAT’s details to the third party.** Notes and details of incidents should be recorded in the section provided on the reverse of the **Log Sheet**
* **Record the exact location with road names and provide a sketch and description of the incident.** Also get names and addresses of independent witnesses if available and willing.
* **Make sure the Breakdown service can recover the vehicle to our base.**
* **The driver of our vehicle must report all incidents to us no matter how minor.**

**Complaints Procedure**

If you are in any way unhappy with the service that RaKAT provides, please write giving full details to the C.E.O. at the address on page 1 of this document. If the C.E.O. cannot resolve the matter to your satisfaction it will be referred to the Chair of the Trustees.

If the Chair of Trustees cannot resolve the issue then it will be referred to the next full Board of Trustees meeting. The decision of the Board of Trustees will be final.

You will be kept informed at all stages as to the progress of your complaint up to and including final decision.

**Equal Opportunities Statement**

RaKAT is committed to ensuring that no person is discriminated against in the recruitment of it’s Staff, Volunteers or Board of Trustees, nor in their employment or involvement in the Project. RaKAT is also committed to ensuring that no person is discriminated against in the provision of its service to its users.

Discrimination is defined as the deliberate or unintentional subordination of people on the grounds of their race, colour, nationality, gender, age, disability, sexual orientation, class, religious belief, marital status or income.

**Environment Policy Statement**

RaKAT will work towards improving the quality of the life of the present generations, but in ways that will balance environmental, social and economic needs, without adversely affecting that of future generations.

We will take all decisions giving due consideration to their environmental impact.

We will positively and enthusiastically encourage group transport, and by our own provision, reduce the use of private transport.

**RaKAT**

**Richmond and Kingston Accessible Transport**

The Liz Mills Depot, Wellington Crescent, New Malden KT3 3NE

**Getting Here**

**Bus Train**

Route 131from Kingston or New Malden. Nearest Stations are New Malden and

Kingston.

**Parking Underground**

Very Limited parking Nearest station is Richmond (District Line)

**RaKAT Vehicle Use Agreement**

**RaKAT** (The Owner) hereby provides to the user member (User) the vehicle/s (Vehicle) subject to the terms of this agreement.

**Whereas**

1. RaKAT is a company and registered charity whose objects are, to provide relief to the inhabitants of Richmond, Kingston and its environs who have need due to age, mental, physical or sensory disability or impairment or economic circumstances, in general but not limited to the above. RaKAT will provide and maintain non profit community transport services to assist the charitable work of the organisations and bodies engaged in the relief of such persons through the provision of appropriate services.
2. In furtherance of these objects RaKAT operates vehicles, and has instituted a scheme whereby community groups in the above mentioned boroughs can have use of a vehicle/s provided they have become user members and paid the appropriate fee. The vehicle/s and passengers are covered by the owners insurance a copy of which can be inspected at the owner’s premises during RaKATs office hours. The User agrees to comply with and be bound by all the terms and conditions of this policy, which hereinafter incorporated by reference to the agreement.

**The User hereby agrees**

1. That it is the Users responsibility to ensure that the vehicle check list as detailed on the front of the Log Sheet is completed and that any damage to the Vehicle resulting from a failure on the part of the User to comply will be the responsibility of the User.
2. That the Vehicle will not be used: **A.** For the carriage of passengers for hire or reward. **B**, Knowingly for any unlawful purpose. **C.** To propel or tow any other vehicle or trailer without prior permission of the Owner. **D**. For pace making, reliability trials speed testing or driving tuition. **E.** To carry a number of passengers and/or baggage which would cause the vehicle to be overloaded, or in the case of a goods vehicle, a payload that exceeds the vehicles maximum payload and individual axle weights as detailed on the vehicles capacity plate. **F.** By any person other than the user who signed this agreement, or who has been nominated by the User and approved by the Owner. **G.** Outside mainland Britain without prior consent of the Owner. **H.** When a vehicle is other than a goods vehicle, for the carriage of any goods or baggage other than the hand luggage of the embarked passengers.
3. The User expressly acknowledges personal liability to pay the Owner on demand the daily usage rate and mileage charge specific to the dates and times of use and distance covered.
4. That the authorised driver is over 21 years old, has held a full UK driving license for a minimum of 2 years and meets all other requirements for driving a minibus operating with a Section 19 permit, (details can be found in the Minibus Drivers Handbook and at <http://www.direct.gov.uk/en/Motoring/DriverLicensing/index.htm> ). Has no convictions or endorsements in respect of road traffic offences during the previous 3 years and none in respect to drink or drug related offences in the last 10 years, nor had any “to blame” motor accidents for the past 3 years and is considered medically fit to drive.

***Continue over page.***

1. That every accident**,** however minor, while the Vehicle is in the care of the User must be reported at once to the Owner, the Log Sheet damage/accident section filled in and an accident form completed within 4 days of the incident. **The User or authorised driver will: A.** Obtain the names and details of all other drivers involved in the incident and where possible, any witnesses. **B.** Make no admission of liability. **C**. Deliver to the Owner all summons writs or other documents received. **D.** Not aid or abet any claimant, but co-operate fully with the Owner and their insurance company in the investigation and defence of any claim.
2. That the User will return the Vehicle with all tyres, tools and accessories in the condition in which they were received, normal wear and tear accepted to the Owners address immediately on completion of the agreed period of use, or any agreed extension.
3. That the User or any authorised driver will in no way be deemed to be the agent, servant or employer of the Owner.
4. That the User will inform the Owner of any fault in the vehicle and will not use the vehicle whilst it is an un-roadworthy condition.
5. That the User will be responsible for the excess damage fee in respect of claims made against the Owners insurance arising out of any damage caused to the Vehicle or to any third party, whilst the bailment to the User continues to subsist, and for any amount above the excess in respect of any claim for damage to any bridge, weigh bridge or viaduct or to any road or surface or anything beneath by vibration or by the weight of such vehicle.
6. The Owner accepts no responsibility for any loss occasioned by the breakdown of the Vehicle or from any other circumstances.
7. The Owner accepts no responsibility for delays resulting from the breakdown of the vehicle or from any other circumstances.
8. There is a maximum use period of 14 days, which can only be waived at the discretion of the Board of Trustees. The User should make no repairs or alteration to any vehicle and should they do so, the User shall be responsible for any damage and subsequent cost arising from such action.

**ALL GROUPS MUST ABIDE BY THE ABOVE VEHICLE USE AGREEMENT**

**Application for User Membership**

1. **Group Name…………………………………………………………………………….**
2. **Contact Name…………………………………………………………………………...**
3. **Address for all correspondence including invoices.**

**………………………………………………**

**………………………………………………**

**………………………Postcode…………….**

**Phone………………………………………. Mobile……………………………………….**

**Email………………………………………..**

We are a bona fide Community Group and having read all the conditions of user membership to and usage of, RaKAT Ltd. Vehicles and Equipment, we agree to abide by these conditions.

**Name** (please print**)……………………………………**

**Position………………………………………………...**

**Signed…………………………Date…………………..**

For office use: Date received…………….Amount £50.00 / £30.00

Please note: All sections of this application together with the monitoring form must be completed before your user membership to RaKAT will be accepted. This form cannot be processed if the cheque is not enclosed.

Registered Office:

RaKAT Ltd. The Liz |Mills Depot. Wellington Crescent. New Malden. KT3 3NE.

Registered in England UK. Company Registration No. 4673954.

Charity Registration No. 1102302.

**RaKAT Monitoring Form**

RaKAT is committed to developing and pursuing positive policies to promote Equal Opportunities. RaKAT is determined that its facilities and services are accessible to persons living within the boroughs of Richmond upon Thames and Kingston upon Thames, irrespective of their ethnic origin, gender, age, disability, gender orientation, class or ability to pay.

The following questions about your Group and its Members will help us to ensure that our services serve the needs of all members of our diverse communities.

The information you provide will be treated in strict confidence

**Group Name…………………………………………………………………………………..**

**Groups main aim……………………………………………………………………………...**

**Number of Members……………………**

**How many Members reside in: -**

**Richmond upon Thames………………..**

**Kingston upon Thames………………….**

**For what purpose will the Vehicle/s be used: -**

Recreation / Cultural / Educational / Community Care / Other**.**

**Estimate of your annual bookings………………**

**Of your Membership, please estimate the numbers coming from the following ethnic and age groups: -**

Asian…………Black…………..European…………….White British………….Other…………….

0-5 years………5-18 years………..18-60 years………..60-70 years…………70+ years…………

**Of your Membership, please estimate the numbers who are: -**

Female………….Male…………..Low income……………Disability………………..

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**RaKAT**

## Richmond and Kingston Accessible Transport

**The Liz Mills Depot, Wellington Crescent, New Malden KT3 3NE**

Tel **0208 942 1745** Fax **0208 942 1768** email **info@rakat.org.uk**

**Corporate Membership of RaKAT**

When you register to become a User Member of RaKAT as part of that registration process you have the opportunity to become a Corporate member.

Corporate Members have the responsibility of attending and voting at General Meetings. They also guarantee a payment of £1 should the company become insolvent. Matters relating to Corporate Members are contained in the Articles of Association, a copy of which will be sent to you upon request.

Not wishing to become a Corporate Member does not, affect your entitlement to make use of any the services that we provide.

If you wish to apply for Corporate Membership, please complete the form on the reverse of this letter and return it to RaKAT. Your application will be considered at the next meeting of the Board of Trustees after which your Corporate Membership will be confirmed to you, if approved by the Trustees.

If you have any questions or if anything is unclear, please do not hesitate to contact us. As mentioned above, not being a Corporate Member of RaKAT will not affect in any way your use of the services which we provide. Please be assured that, should you decide not to proceed with your application for Corporate Membership, the Board of Trustees will nevertheless be very pleased to hear your views on the company and the services which it provides.

Yours faithfully

****

Stephen Baughan

Trustee / Director

For and behalf of RaKAT Limited

|  |  |
| --- | --- |
| We | ………………………………………………………………(organisation name) |

|  |  |
| --- | --- |
|  | ………………………………………………………………(representative name) |
|  | …………………………………………………(position within the organisation) |
|  | …………………………………………………………………………  ……………………………………………………………(organisation address) |

Wish to apply for Corporate membership of RaKAT Limited, pursuant to article 8 in the Articles of Association of the Company.

We agree to pay up to the sum of £1.00 to contribute to the assets of the Company in the event of the Company being wound up, as set out in Article 87 of the Companies Memorandum of Association.

|  |  |
| --- | --- |
| Signed | ………………………………………………………………… |

|  |  |
| --- | --- |
| Dated | ………………… |