

LAMA Vehicle Funeral Loan Agreement

 NW 4th March 2024

Please read "LAMA Serving the Community - Minibus Loan" before completing this form

This agreement is made between the *Lerryn Area Minibus Association (LAMA)* and the family and/or friends of

..... (name of deceased).

For the purposes of this agreement, funeral is taken to include any service, act of remembrance or reception that is open to members of the local community.

I, (full name), being a nominated representative of the family and/or friends of the deceased am applying on their behalf to request that LAMA operate a minibus service to enable family, friends and members of the local community to attend the funeral for the deceased.

This minibus service is to take place on (date)

and is to be used to transport family, friends and members of the local community between

..... (pickup points)

and (location of service),

and afterwards to and from (location of reception).

The family and/or friends of the deceased understand that LAMA will only operate a minibus service that is of benefit to the community and that LAMA will retain full control of the routings and timings, but that LAMA will make all reasonable efforts to accommodate the special needs of the grieving family and close friends. The family and friends understand that operating the minibus service will depend on the availability of a suitably qualified and experienced driver, which the family and friend may be able to assist with. The family and friends will cover the cost of operating the minibus service, based on the current LAMA vehicle loan cost.

LAMA Vehicle

Mercedes Sprinter 16 seat minibus, Reg DK66 CGY, VIN WDB9066572P322175.

Vehicle Loan Costs

The cost is £1.50 per mile, subject to a minimum fee of £35 per day. **The required security deposit must accompany this booking and is £35.** Please see terms and conditions for return or forfeit of deposit.

Vehicle Loan Scheme Standard Terms and Conditions

LAMA's loan responsibilities are:

- LAMA will provide the vehicle in a clean and serviceable condition. The minibus will be taxed and it will have a valid MOT. The vehicle itself and its passengers will be insured for all usual travel risks.
- LAMA will provide the vehicle with at least a 1/4 tank of fuel, but the cost of refuelling the minibus is covered within our loan charges. A fuel card will be provided to the driver for this purpose, but if the card cannot be used for any reason then the cost of refuelling may be reclaimed on production of a VAT receipt.
- LAMA will make the vehicle available from its parking place in the Lerryn car park.
- LAMA operates on a self-help basis and unforeseen events may occur from time to time. LAMA cannot be held responsible in any way for a breakdown of the vehicle. However, LAMA will arrange for the provision of professional breakdown and accident assistance which drivers may call upon should the loan vehicle become stranded during the loan period. This assistance will include recovery of both the vehicle and its passengers.
- LAMA or its representatives cannot be held liable for the actions of the family and friends or its participating members during the period of the loan.
- In administering its vehicle loan scheme, LAMA and its representatives will seek to act in a responsible and reasonable manner at all times. Any shortcomings are to be advised immediately in writing to the LAMA Secretary or LAMA Chair, which will then be considered at the next LAMA Committee meeting.
- LAMA will be responsible for planning and undertaking the loan journeys, including carrying out risk assessments as appropriate.

The family and friends' loan responsibilities are:

- If carrying vulnerable adults or children under the age of 18, the family and friends are responsible for ensuring that sufficient support staff with appropriate Disclosure and Barring Service (DBS) clearances are present for the whole of the trip. LAMA drivers are not required to have undertaken any DBS checking and their priority must be to drive the minibus safely; they cannot, therefore, be counted as a support person for any passenger being carried in the minibus.
- The family and friends agree to indemnify LAMA for any loss, damage or legal action against LAMA which may ensue as a result of the family and friends' loan of the vehicle. **The family and friends will be liable for any parking tickets, moving violations or other citations received during the loan period.**
- The family and friends must advise of cancellation immediately a situation arises. Under normal circumstances, at least 48 hours' notice is required. **Failure to comply will result in a charge being applied equivalent to a daily charge**, subject to LAMA's judgement which is to be final.
- The family and friends must arrange to use a LAMA driver or else provide someone who is willing to become a LAMA driver. New LAMA drivers must have a D1 licence (a copy of which will be taken by us) and they will be required to undergo a familiarisation of the minibus with the LAMA Training Officer. On being judged to be competent, new LAMA drivers may apply for LAMA membership and, unless they can provide evidence of equivalent qualification, they will be required to undertake regular MIDAS training.
- The vehicle must be returned with a 1/4 tank of fuel minimum. This is vital because of the distance the vehicle is kept from a fuel station and it must be possible for the vehicle to be used the next day.
- The vehicle must be parked in its normal parking place in the Lerryn car park overnight between the hours of 1am and 6am. Should you wish to borrow the vehicle overnight and park elsewhere, then the location and postcode of where you propose to park the vehicle must be approved by our insurers beforehand. Any additional costs incurred in arranging this cover will be added to your loan charge.
- **If the vehicle is not returned by 1am the day following the loan date, an additional charge will be applied being equivalent to another daily charge**, subject to LAMA's judgement which is to be final.
- It is the responsibility of the family and friends to ensure that the driver's loan journey sheet is followed and completed, including a full check of the vehicle before and after it is driven. **Any accident or damage**

must be reported immediately to the insurers and, when the vehicle is returned, on the loan journey sheet and to the LAMA Booking Clerk (all contact details will be included on the loan journey sheet). However, in the event of the vehicle being returned after 8pm and there being damage or mechanical fault to report, we ask you to report it to the LAMA Booking Clerk (who is a volunteer) between 8:00- 8:30 the following morning so that they will not be disturbed unduly but will still have time to inform the driver and passengers on the next day's trip if necessary.

- **The vehicle must be returned in a good, clean and serviceable condition, otherwise a cleaning charge or reparation costs will be incurred and/or the deposit forfeited.** The vehicle should be returned to its position in Lerryn car park unless otherwise agreed.

Other Terms and Conditions of Loan:

- **If the conditions of this loan are breached or abused in any way, then LAMA may exercise their judgement and impose an excess charge.** LAMA also reserves the right to cancel the family and friends' booking and refuse future vehicle loans. In these circumstances, LAMA's decision will be final.
- Payment of the final charge will be required on examination of the returned vehicle and submission of the finalised invoice, including excess mileage. If all is satisfactory, the security deposit paid will be deducted from the full loan cost.
- **LAMA's preference is for charges to be paid by transfer to Lloyds Bank, sort code 30-97-28, account number 01577601.** However, payment may also be made by cash or cheque (cheques to be made payable to Lerryn Area Minibus Association).
- This vehicle funeral loan scheme agreement constitutes the entire agreement between the two parties and no modification to this agreement can be made unless in writing and signed by both parties.

Family and friends' Signature:

Signatory's Name Printed:

Capacity in Which Signed:

Tel No and Email:

Date:

LAMA's Signature:

Signatory's Name Printed:

Capacity in Which Signed:

Tel No and Email:

Date: