



HAPPY FACES

(Children's Charity Registration No. 1101620)

VEHICLE TRANSFER AGREEMENT

This agreement, relating to the donation and return of the vehicle described below, has been entered into by the "Recipient" and the "Benefactor named below. They do so on the understanding that both parties will comply with the following terms and conditions for the duration of the agreement

The Recipient:

The Benefactor: **HAPPY FACES CHILDRENS CHARITY Registration No.1101620**

The Vehicle: **Reg No:**

Duration: The period between Part 1 of this agreement being signed and the signing of Part 2.

TERMS & CONDITIONS

Part 1 – The Donation

"The Recipient" will.....

contribute the minimum of **£4,000.00** towards the cost of the vehicle which may be paid at any time before the signing of Part 1 of this agreement or up to 21 day after the signing of Part 1.

in the presence of a representative of the "Benefactor" complete the DVLA V5C Sect. 6 becoming the registered owner and keeper of the vehicle. Accepting the responsibility for ensuring the vehicle is correctly insured, driven, used and maintained in a safe and legal fashion.

accept all responsibilities and liabilities associated with any legal action, injury, loss or damage of any nature together with any and all costs arising from a failure to insure, drive, use, keep or maintain the vehicle in a safe and legal fashion.

ensure the vehicle is used solely by department working students who have additional learning needs together with their staff and accredited carers, on authorised journeys that form part of an official educational activity. Any deviation from this use must be approved by the "Benefactor"

ensure the vehicle is not used for any non-educational activity or hire or loan of any nature to any other party. Any deviation from these limitations must be approved by the "Benefactor"

ensure the vehicle is kept clean and in good order so that graphics associated with the "Happy Faces" charity or their sponsors is presented to the public in an acceptable manner. Any alterations to the existing vehicle paint work or graphics must be approved by the "Benefactor"

notify the "Benefactor" immediately of any damage to the vehicle, paintwork or graphics and when the "Recipient" believes the vehicle has reached the end of its useful life.

"The Benefactor" will....

send the completed DVLA V5 Sect. 6 to the DVLA.

once notified of any damage, inspect the vehicle and discuss with the "Recipient" the repair and related cost. The "Benefactor" will exercise its own discretion regarding its involvement in the repair to the vehicle. Responsibility and liability of any injury, loss, damage or repair of any nature, arising from the use of this vehicle, including all those incurred by a third-party rest solely with the "Recipient"

once notified that the vehicle is no longer required/of any use the "Recipient" will contact the "Benefactor" to discuss the return of the vehicle.

General

If a breach of this agreement is proved to the satisfaction of the "Benefactor", and no acceptable arrangement regarding the future use of the vehicle can be reached, The "Benefactor" will consider the agreement void and instigate measures to recover the vehicle. If the "Recipient" has fully complied with the terms of the agreement the "Recipient" may be eligible to re-apply for another vehicle.

Signed

On behalf of: Happy Faces Children's Charity: Signature:

Print Name: Appointment: Date:

On behalf of: Signature:

Print Name: Appointment: Date:

Part 2 – The Return

The "Recipient" will.....

deliver the vehicle and documentation to an agreed location, in a suitable condition, for the transfer of vehicles ownership to the "Benefactor" and by signing Part 2 of the agreement below confirm that there are no outstanding concerns, issues, debts or liabilities associated with the vehicle.

The "Benefactor" will.....

transfer the legal ownership of the vehicle from the "Recipient" to the "Benefactor", effective from the date of the signature below, and in doing so will assume full responsibility for the vehicle, its use, maintenance and disposal.

Signed

On behalf of:.....Signature:

Print Name: Appointment:Date:

On behalf of: Happy Faces Children's Charity: Signature:

Print Name: Appointment:Date:

In the event of questions arising regarding this agreement they should be directed, in the first instance to;-
Mr Ray Herbert MBE. 11 Wynn Drive, Old Colwyn, Conway. LL29 8DE Tel 07968957177