

# **Easingwold and District Community Care Association**

## **Minibus Hire Policy**

### **Introduction**

This document sets out the procedures and Terms and Conditions for hiring the minibus operated by the Easingwold and District Community Care Association (EDCCA).

Our minibus is operated under the Small Bus Permit legislation and is available to not-for-profit organisations in the Easingwold and District Area. Hirers must provide their own driver who must hold a valid Section 19 permit, and D1 Licence. (Volunteer drivers may be available through EDCCA but we cannot guarantee this so you will need to check first).

Bookings will be subject to the bus's availability. We hope you will enjoy your time using our vehicle. The rules which follow are designed to protect EDCCA and you while you are doing so.

The Minibus

- Has a capacity of 15, including the driver
- Space for a wheelchair with lift (capacity 11 with a wheelchair)
- Is equipped with:

First aid kit

Fire extinguisher

De-icer/scrapper

Warning triangle

Torch

Hi-vis waistcoat

The minibus will have a minibus driver's pack, containing a copy of this policy and an Information card, vehicle manual and a local road map.

### **TERMS & CONDITIONS OF VEHICLE HIRE:**

#### **General**

Drivers and passengers are not allowed to smoke in the Minibus .

The vehicle must be returned in a clean and tidy condition: all rubbish must be removed from the vehicle before the end of the hire. Failure to do so may result in a £30.00 surcharge being added to the hirer's invoice.

We reserve the right to ban a driver from driving the minibus should that person allow another person who has not been through the relevant EDCCA vehicle familiarisation and driver registration process to drive the Minibus. In such circumstances, the driver(s) may be liable to prosecution.

We reserve the right to ban a driver from driving the Minibus if there are reasonable grounds for believing that person knowingly failed to report any damage to, or accident involving, the Minibus whilst it was in their care (i.e. during a hire).

Should a group fail to turn up for a booked hire or give less than 24 hours notice of cancelling their hire, we reserve the right to levy a charge of £30.00 per day for each day cancelled.

Should a group persistently cancel their bookings, we reserve the right to levy a charge of £30.00 per day for each day cancelled, regardless of the length of notice given for the cancellation.

We reserve the right to reject, cancel or vary any booking if the purpose for which the vehicle is to be used is inconsistent with the aims, objectives or rules of EDCCA.

In the event of cancellation or change to a booking by EDCCA, we are not responsible for any loss, financial or otherwise, arising from our failure to provide a vehicle, or for breach of contract in such circumstances.

Drivers should ensure that ALL doors are unlocked before allowing passengers to board the minibus.

You MUST be able to provide a contact telephone number that will be manned during the time of the hire. This is especially important for hires outside normal office hours. If you do not provide such a telephone number, we cannot be held responsible for any failure to inform you about any emergency or other problem associated with the hire.

Any fines during self-drive hires resulting (including illegal parking) will be passed onto, and are the responsibility of, the hirer. We reserve the right to make payment and then recover the amount from the hirer. The hirer will pay any charges (tolls etc) arising through the use of the vehicle.

Any prosecution of a driver arising from the use of the Minibus will be the responsibility of the hirer and/or driver. This includes any charges against a driver arising from vehicle defects.

Drivers must not drive whilst under the influence of drugs or alcohol.

Drivers must not indulge in dangerous driving, or abuse the vehicle.

Drivers must inspect the vehicle before and after each hire, and note down any damage or fault on the log sheet.

The hirer is responsible for maintaining correct oil and water levels, and correct tyre pressures, during the period of the hire.

The hirer may be liable for the cost of replacing a tyre if it can't be repaired due to driving on kerbs, or being driven on whilst it is flat or punctured.

The minibus must be returned no later than the agreed time. Should a late return of a vehicle result in another group being unable to hire the vehicle at the time they booked, any resultant financial liability may be passed on to the first group. Keeping a vehicle beyond the booked time may be construed as taking the vehicle without the owner's consent. In such cases, We reserve the right to levy an additional surcharge of £10.00 per hour (or part thereof) in the event of an unauthorised late return of a vehicle. We reserve the right to refuse hirer requests from groups who are persistently late in returning vehicles.

Receipts for fuel, oil or minor repairs incurred during the hire must be returned to our Coordinator, together with the log sheet and vehicle keys. Failure to do so will result in these costs NOT being deducted from the invoice.

Any accident or damage to the vehicle must be notified to us as soon as possible. The cost of any damage not covered by the insurance will be recoverable from the hirer.

Engine damage resulting from the wrong type of fuel being used while on hire will be the responsibility of the hirer, who will have to pay the full repair costs.

Drivers should remember that speed limits for minibuses are not the same as those for cars. The limits are as follows:

Speed Limit (mph)

Built up areas\* (where no lower limit applies) 30

Single carriage way roads (where no lower limit applies) 50

Dual carriageways (where no lower limit applies) 60

Motorways (where no lower limit applies) 70

Motorways (when towing a trailer) (where no lower limit applies) 60

\*The 30 mph limit usually applies to all traffic on all roads with street lighting unless signs show otherwise. For more details, refer to the Highway Code.

Drivers should note that the minibus has a speed limiter fitted that will prevent the vehicle exceeding 62mph. This is very important to bear in mind, particularly when overtaking. The speed limiter is a legal requirement.

### **Small Bus Permit Operation**

The minibus can only be operated by authorised officials of organisations holding a valid Section 19 Permit.

### **Register of Drivers/User Group**

Anyone driving the Minibus must be on the EDDCA Minibus Register of Drivers. To qualify a driver must

Be between the ages of 25 and 70. When a driver reaches the age of 70, they may continue to drive our minibus if they pass a medical

Have a full driving licence. Drivers who passed their manual car test before *1 January 1997* have an automatic right, until they reach 70, to drive a minibus with up to 16 passenger seats. This appears under Category A on their licence. All others must pass a further test to qualify to drive a minibus; Category D1 on the new style licence.

Complete and sign the driver's registration form: a photocopy of the driver's driving licence and their MIDAS training certificate will be attached to this form, together with the 'check code' obtained from the DVLA.

Be able to answer "NO" to the following questions:

Have you had any convictions within the last 5 years, or do you have any prosecutions pending?

Have you had an accident whilst driving a motor vehicle in the last 3 years?

Has any period of a ban from driving been operative within the last 5 years?

Has any company or underwriter ever declined, cancelled or refused to renew any motor insurance, or increased the premium or policy excess, or imposed special conditions?

Provide details about any medical condition, or medical history (whether physical or mental, including defective vision not corrected by glasses or hearing loss not corrected by a hearing aid) that may affect his/her ability to drive a minibus. In addition, details about any medication that is currently being taken, including dosage, should also be provided.

We reserve the right to refuse any driver that we believe may be unsuitable to drive our minibus.

Drivers should have undertaken MiDAS training.

MiDAS is the UK national standard for the assessment and training of minibus drivers. For more details, please see the Community Transport Association web site.

### **Vehicle Familiarisation**

A driver who has been accepted by EDCCA will (subject both to having D1 driving entitlement and to what follows) be eligible to drive the Minibus. Because of the varying levels of equipment on different minibuses, and particularly because some minibuses are significantly longer and wider than others, a vehicle familiarisation may be required by us before a driver can drive the vehicle other than the one in which the MiDAS on-road assessment was carried out (if applicable).

Very often, a vehicle familiarisation will include a short on-road session and require the successful completion of a reversing manoeuvre. If either of the on-road components of the vehicle familiarisation, or the reversing manoeuvre, is not completed satisfactorily, the driver will not be allowed to drive the minibus.

### **Insurance**

Minibus is driven under insurance arranged by EDCCA.

Insurance cover may be invalidated if any of the information contained on the driver registration form is subsequently found to be false or inaccurate. Any material changes to the information on a driver's licence must be notified to before that person next drives the minibus. Similarly, should a driver have an accident whilst driving any motor vehicle after his/her name is entered on the Register of Drivers that fact must be disclosed to us before the person next drives the Minibus.

We reserve the right to remove a person from the Register of Drivers if:

That person is involved in a serious own-fault accident.

That person has more than one minor own-fault accident in any 12 month period.

In all such cases, we shall be the sole arbiter when determining whether an accident is serious or of a minor nature.

We may, at our discretion, accept a driver who has current endorsements on his/her licence. However any additional excess that may be charged by the insurers will be payable by the hirer, should a claim arise.

In the event of an accident, the hirer will be liable for any insurance excess payable.

The minibus must not be used for the carriage of goods.

Should a driver provide false or inaccurate information at the time of registering with us, and insurance cover is consequently invalidated, we reserve the right to take legal action against the relevant parties.

It is the responsibility of the driver (and the organisation they belong to) to notify us of any changes in the circumstances relating to their driving licence (including changes in health) that occur after they have completed the initial driver register form.

### **Passenger Safety**

We recommend that lifting & handling of passengers in our minibus should only be undertaken by individuals who have received training in the relevant techniques.

When a passenger requires to be lifted, a basic risk assessment should be undertaken. Some of the factors that should be considered include:

Is a lift necessary and appropriate?

The weight of the passenger and the nature of their disability.

The training undertaken by the relevant individuals, and the information that is available to them.

Are lifting aids available?

What practical steps are in place to minimise the risks involved?

It is the hirer's responsibility to assess each passenger's ability to use the steps when boarding or alighting from the minibus. Similarly, it is the hirer's responsibility (where applicable) to assess each passenger's ability to transfer safely from a wheelchair to a seat in the minibus, and from such a seat to a wheelchair.

### **Children**

It is a requirement that all children (up to 16 years) wear seatbelts. Remember that young children are required to use appropriate seating. We do not provide baby carriers, child seats or booster cushions.

If your group is a voluntary child care organisation and your driver (either paid or unpaid) is likely to have substantial unsupervised access to children whilst driving the minibus (i.e. you will not be providing at least one other adult passenger), you are recommended to consider requesting the Criminal Record Office to provide you with information about that person under the Criminal Conviction Information Scheme.

With effect from 18th September 2006 the Department for Transport introduced new car seat regulations. The Community Transport Association advises us that these regulations do NOT currently apply to minibuses. However, we recommend the use

of an appropriate child seat where the child is up to 135cm in height or under 12 years of age. Please see the web site for further information [www.cta.org.uk](http://www.cta.org.uk)

## **MAKING A BOOKING**

In general, and subject to availability, the minibus can be booked on a daily basis. The day will be divided into morning, afternoon and evening sessions. Bookings for longer periods (more than one day) may be accepted at the discretion of the EDCCA Minibus Co-ordinator.

Should you wish to renew a block of regular bookings, please do so in writing: we do not issue reminders when such bookings are about to expire. We try to maximise the opportunities for members to make their bookings: therefore, renewals of regular bookings cannot be guaranteed.

Regular bookings for a vehicle can be made in blocks of up to three months, and can be booked up to four weeks in advance.

Bookings for vehicle hires are only accepted from organisations that hold a valid Section 19 Permit. It is the responsibility of the hirer, not EDCCA, to ensure that bookings made in the name of the organisation are made by authorised personnel (e.g. by using an Order Form). The organisation is responsible for the payment of any hire, accepted in good faith by EDCCA, booked in its name.

All accounts must be paid promptly. Invoices are sent out at the end of each calendar month (unless otherwise agreed), and must be paid within 30 days. EDCCA reserve the right to refuse bookings to any group whose account is overdue.

The invoice for any particular hire will be the responsibility of the hirer.

Bookings are subject to vehicle availability. Bookings should be made via the on-line booking form. However, requests for regular bookings **MUST** be made in writing and should state dates, times, vehicle required, seating capacity, etc.

Bookings will be taken in morning, afternoon or evening slots. It is important that careful consideration is given to the times for which you wish to hire the vehicle, especially the return time. This is to ensure that you have the vehicle long enough to complete your journey, but also that you do not keep it unnecessarily when other groups could be using it. It must be returned in the allocated time as another group may be waiting to start e.g. an evening hire. Furthermore, the vehicle may require to be fuelled, or seats may need to be removed/replaced. If you think you may be unavoidably delayed in returning the vehicle, please telephone the Co-ordinator.

## **Vehicle Breakdowns**

A Breakdown Organisation covers the Minibus. The MiDAS Minibus Driver's Handbook contains general details about what to do in the event of a breakdown or accident. More specific information is provided on the Minibus Information Card.

**Off road use**

The Minibus should not be driven "off-road". If a driver causes loss or damage to the Minibus by going "off-road", the costs of any necessary repairs will become the hirer's responsibility.

**Hirer Charges**

Please see separate tariff details.

(signed)

I have read, understood and accept the terms and conditions above

..... (Name)

.....(Organisation)

(Witnessed for EDCCA)

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