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## MINIBUS HIRE POLICY

### INTRODUCTION

This document sets out the procedures, and terms and conditions for hiring the minibus operated by Earlston Scout Group.

Our minibus hire service is only available to non-profit making community and voluntary groups in the Earlston area.

All minibuses are operated under the *Small Bus Permit* legislation. Earlston Scout Group is the registered holder of a *Small Bus Permit* for the minibus, and every hire is carried out under the terms of the Permit. This means that:

Registered group members of Earlston Scout Group can only hire a minibus. An individual or a member of the general public cannot hire a minibus.

All hires take place in the name of Earlston Scout Group.

A minibus cannot be hired for activities (or as part of activities) which are profit making. This means that a private residential home, a private nursing home or a private nursery cannot hire a minibus.

Whilst on hire, a minibus can only be driven by someone who is on the Earlston Scout Group *Register of Drivers*.

It is important to realise that demand for hiring the minibus may exceed the available supply and, therefore, we cannot guarantee that a member will be able to make all the bookings they would like.

### SMALL BUS PERMIT OPERATION

Technically, because all hires take place under the auspices of our *Small Bus Permits*, every hire is considered to be the supply of transport with a driver. However, for the sake of clarity, when the hirer nominates a driver from our *Register of Drivers*, this is referred to as self-drive minibus hire.

### MINIBUS

The saloon seats in each minibus are fitted with inertia reel restraint systems. Passengers must use the available restraint systems at all times, unless they hold a medical exemption certificate.

The minibus is equipped with:

- A spare bulb and fuse kit.
- A spill pack.
- A first aid kit.
- Two fire extinguishers.
- A de-icer and scraper.
- The Earlston Scout Group *Driver's Pack*

The Earlston Scout Group *Driver's Pack* contains a copy of:

- Earlston Scout Group Minibus Information Card.
- Earlston Scout Group Minibus Hire Policy.
- Vehicle Manual and Local Road Map.

## **REGISTER OF DRIVERS**

Entitlement to drive the minibus is partly determined by the date when a driver passed his/her UK manual car driving test. Drivers who passed the test before 1 January 1997 have an automatic entitlement (until the age of 70) to drive a minibus with 9-16 passenger seats. The old style of driving licence will show a driving entitlement of category A (cars). The new style of driving licence will show category B (cars) and D1 (9-16 passenger seat minibuses).

Drivers who passed the test after 31 December 1996 are required to pass a further driving test in order to gain entitlement to drive a minibus with 9-16 passenger seats (category D or D1 on the new style driving licence). However, under certain circumstances, a driver may drive such a vehicle without the need for such a test. These circumstances are that:

- a) The driver has held a full driving licence, with entitlement to drive a car (category B), for at least two years.
- b) The minibus is used for social purposes by a non-commercial body.
- c) The driver is providing his/her services on a voluntary basis (i.e. unpaid except for reimbursement of expenses).
- d) The gross (i.e. laden) weight of the minibus is not over 3.5 tonnes (or 4.25 tonnes if the vehicle has a passenger lift and is capable of carrying people with disabilities).
- e) No trailer is towed.

A driver who wishes to drive under the above exemptions will be required to sign a statement certifying that s/he meets the requirements set out in (b) and (c).

A driver who passed the manual car driving test after 31 December 1996, and who has subsequently passed a further driving test which gives an entitlement to drive category D or D1 vehicles, is required to have held his/her driving licence for a minimum of 1 year.

When a driver reaches the age of 70, entitlement to drive a minibus with 9-16 passengers is lost unless s/he passes a medical.

In addition, a driver must:

Be between the ages of 25 and 70.

Complete and sign the Earlston Scout Group Insurance form: a photocopy of the driver's driving licence will be attached to this form.

Be able to answer "NO" to the following questions or pay higher excess in the result of an accident if you answer "YES".

- a) Have you had any convictions within the last 5 years, or do you have any prosecutions pending?
- b) Have you had an accident whilst driving a motor vehicle in the last 3 years?
- c) Has any period of a ban from driving been operative within the last 5 years?
- d) 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.

Successfully undertaken a driving assessment or currently hold a valid Scottish Borders Council minibus permit.

The on-road driving assessment takes into account the following factors:

- Confidence in handling the vehicle.
- Ability to drive the vehicle in such a manner as to be comfortable and safe for passengers.
- Correct use of brakes. Braking hard in an empty vehicle may lead to skidding. Harsh braking is uncomfortable for passengers and bad for the vehicle.
- Good clutch control (not keeping the clutch partially depressed), gear changing and correct use of gears.
- Correct use of the accelerator.
- Good observation of all traffic situations.
- Use of mirrors and signals.
- Correct speed for road conditions. Slowing down when visibility is bad. Observing all speed limits.
- Consideration for other road users.
- Ability to satisfactorily perform one or more manoeuvres, such as a 3-point turn, reversing round a corner or into a parking space.

Drivers who successfully complete the assessment will have their name entered on the register of drivers,

Drivers must bring their driving licence to the appropriate Earlston Scout Group office at the time of a driving assessment: failure to do so will result in the assessment being cancelled.

A vehicle familiarisation can often be carried out immediately before the start of hire, but must be pre-booked.

## **INSURANCE**

The vehicle in the Earlston Scout Group fleet is driven under insurance arranged by A.J Insurance Group, Fleet House, 148 Dock Road, and Tilbury Essex.

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

Earlston Scout Group reserves 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.

Any other reason deemed appropriate by the Scout Group.

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

Minibuses must not be used for the carriage of goods.

If the vehicle is involved in an accident the group using the vehicle will be responsible for paying the excess which is £250, if the driver does not meet the stipulated criteria the excess will be £350 which must be paid by the Group hiring the vehicle.

## **VEHICLE BREAKDOWNS**

The vehicle in the Earlston Scout Group fleet is covered by a Breakdown Organisation: this includes "Home Start" and "Recovery". The Minibus Driver's Handbook contains general details about what to do in the event of a breakdown or accident.

## **OFF-ROAD USE**

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

## **PASSENGER SAFETY**

We recommend that individuals who have received training in the relevant techniques should only undertake lifting & handling of passengers in our minibuses.

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 or passenger lift when boarding or alighting from an Earlston Scout Group 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 an Earlston Scout Group minibus, and from such a seat to a wheelchair.

## **CHILDREN**

It is a requirement that all children (up to 16 years) sit on forward-facing seats and wear seatbelts

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 a Earlston Scout Group fleet vehicle (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.

## CHARGES

The hiring group must have registered their group with Earlston Scout Group as a user. The registration fee is £10 by cheque made payable to 'Earlston Scout Group Mini-bus Account'

Payment of hire must be made on collection.

Users of the bus must ensure that there is a full tank of diesel at the end of their hire

*Earlston Groups: £35 per day*

*Other Groups: £35 per day*

*Minibus will be supplied and must be returned with a full tank of diesel.*

## TERMS & CONDITIONS OF VEHICLE HIRE: SELF-DRIVE HIRE

Anyone driving a vehicle in the Earlston Scout Group Fleet must be on the *Earlston Scout Group Register of Drivers* and have successfully undertaken the driving assessment or be a holder of a valid Scottish Borders Council drivers permit.

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

Drivers must notify Earlston Scout Group of any changes in the circumstances relating to their driving licence (including changes in health) which occur after they have completed the insurance form.

Any fines during self-drive hires resulting from illegal parking (including misuse of a Blue Badge) will be passed onto, and are the responsibility of, the hirer. Earlston Scout Group reserves the right to make payment and then recover the amount from the hirer.

Any prosecution of a driver arising from the use of an Earlston Scout Group fleet vehicle while on self-drive hire 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 logsheet.

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 is damaged beyond repair due to kerbing, or being driven on whilst it is flat or punctured.

- . Minibuses must be returned no later than the previously booked time. Should an unauthorised 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. Wilfully keeping a vehicle beyond the booked time can be construed as taking the vehicle without the owner's consent. In such cases, Earlston Scout Group reserves the right to take any appropriate action to recover the vehicle. Earlston Scout Group reserves the right to levy an additional surcharge of £20 in the event of an unauthorised late return of a vehicle. Earlston Scout Group reserves the right to refuse hires from groups who are persistently late in returning vehicles.
- . Receipts for fuel, oil or minor repairs incurred during a self-drive hire must be returned to the Earlston Scout Group office, together with the logsheet and vehicle keys. Failure to do so will result in these costs NOT being refunded.
- . Any accident or damage to the vehicle must be notified to Earlston Scout Group as soon as possible.
- . Engine damage resulting from the wrong type of fuel being used while on hire will be the responsibility of the hirer, who will have repair costs.

The minibus is available for collection, and should be returned to Border Chainsaw Ltd on the Station Road Industrial Estate in Earlston.