

## **The Village Minibus Hire Policy**

### **INTRODUCTION**

#### **The Village Minibus is owned and operated by Tirley Parish Council**

This paper sets out the procedures, terms and conditions for hiring the minibus operated by The Village Minibus. Our minibus hire service is only available to non-profit making community and voluntary groups. The minibus is operated under the Small Bus Permit legislation. The Village Minibus is the registered holder of a Small Bus Permit for each minibus, and every hire is carried out under the terms of the Permit. This means that:

The minibus can only be hired by members of The Village Minibus. The minibus cannot be hired by an individual or a member of the general public.

All hires take place in the name of The Village Minibus

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

Whilst on hire, the minibus can only be driven by someone who is on The Village Minibus *Register of Drivers*.

Subject to availability, the minibus may be hired by a group member on either a self-drive basis or a with-driver basis.

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

### **MINIBUS**

The minibus is fitted with a passenger-lift and has removable seats to allow the carriage of passengers in wheelchairs.

The saloon seats in the 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 seating capacities (including the driver) for our minibus are:

Maximum no. of seats	Maximum no. of passengers in manual wheelchairs	Maximum no. of passengers in powered wheelchairs
16	2	2

N.B. The maximum number of seats is reduced when carrying passengers in wheelchairs.

The minibus is equipped with:

Wheelchair clamps.

4-point webbing restraints.

Restraint systems for passengers travelling in wheelchairs.

A spare bulb and fuse kit.

A spill pack.

A first aid kit.

Two fire extinguishers.

A de-icer and scraper.

The Village Minibus Driver's Pack

The Village Minibus Driver's Pack contains a copy of:

The Village Minibus Information Card.

The Village Minibus Hire Policy.

MiDAS Minibus Driver's Handbook.

Vehicle Manual.

Blue Badge Scheme leaflet.

Local Road Map.

## **SELF-DRIVE MINIBUS HIRE**

### **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.

### **REGISTER OF DRIVERS**

Entitlement to drive The Village 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<sup>st</sup> 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 21 and 70.

Complete and sign the Tirley Community Minibus 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:

- 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 undertake a MiDAS (Minibus Driver Awareness Scheme) driving assessment and attend the relevant MiDAS training course(s).

MiDAS is the UK national standard for the assessment and training of minibus drivers, and consists of three modules:

1. On-Road Driving Assessment

This is carried out on a one-to-one basis. Every driver gets a written copy of their assessment, along with suggestions for improving their driving technique.

2. Standard Training Module

This is compulsory for all minibus drivers and provides information on: *Responsibilities of a Minibus Driver, Passenger Safety, Child Passenger Safety, Defensive Driving, Personal Safety and Breakdown, Accident & Emergency Procedures.*

### 3. Accessible Minibus Training

This module is only compulsory for drivers who intend to carry passengers with mobility difficulties (e.g. those travelling in wheelchairs, and those who may require to use the passenger lift); however, all drivers are welcome to attend. This session covers the following areas: *Passenger Awareness and Assistance*, *Wheelchair & Passenger Restraint Systems* and *Passenger Lifts*.

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 MiDAS assessment and training session(s) will receive a nationally recognised MiDAS certificate, have their name entered on the MiDAS register of drivers, and will receive their own copy of the comprehensive MiDAS Minibus Driver's Handbook.

MiDAS driving assessments and training courses are carried out by Gloucestershire Minibus Scheme staff who are accredited MiDAS Driver Assessor/Trainers.

A MiDAS driving assessment and relevant training course(s) must be booked in advance of a self-drive hire.

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

A driver who has successfully undertaken a MiDAS driving assessment, and attended the relevant MiDAS training course(s), will be eligible to drive The Village Minibus. However, due to the varying levels of equipment on different minibuses, a vehicle familiarisation (which may include a short on-road session) will be required before a driver can drive a vehicle other than the one in which the on-road assessment was carried out. A vehicle familiarisation can often be carried out immediately before the start of a hire, but must be pre-booked.

All drivers must abide by The Village Minibus *Driver's Rules*, a copy of which is enclosed in the MiDAS Minibus Driver's Handbook.

## **VEHICLE FAMILIARISATION**

A driver who has successfully undertaken a MiDAS driving assessment, and attended the relevant MiDAS training course(s), will (subject both to having D1 driving entitlement and to what follows) be eligible to drive The Village 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 will be required before a driver can drive a vehicle other than the one in which the MiDAS on-road assessment was carried out. 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 component of the vehicle familiarisation, or the reversing manoeuvre, are not completed satisfactorily, the driver will not be allowed to drive that particular minibus. Additional training may be available at the discretion of the MiDAS Driver Assessor/Trainer. For small minibuses, a vehicle familiarisation can often be carried out immediately before the start of a hire, although it should always be pre-booked: for larger minibuses, it should be booked on a day well before the hire.

## **INSURANCE**

The Village Minibus is driven under insurance arranged by The Village Minibus Insurance cover may be invalidated if any of the information contained on The Village Minibus 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 The Village Minibus before that person next drives The Village Minibus. Similarly, should a driver have an accident whilst driving any motor vehicle after his/her name is entered on The Village Minibus Register of Drivers that fact must be disclosed to The Village Minibus before that person next drives The Village Minibus

The Village Minibus 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.

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

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

## **VEHICLE BREAKDOWNS**

The Village Minibus is covered by a Breakdown Organisation.: this includes "Home Start" and "Recovery". 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 The Village Minibus Information Card.

## **OFF-ROAD USE**

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

## **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 or passenger lift when boarding or alighting from The Village 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 Village 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 The Village 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.

## **MAKING A BOOKING**

Bookings are subject to vehicle availability. One-off bookings can be made over the telephone or, if you wish, in writing. Requests for regular bookings **MUST** be made in writing and should state dates, times, vehicle required, seating capacity, etc..

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.

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.

In general, and subject to availability, a minibus can be booked for any period up to seven days. Bookings for longer periods may be accepted at the discretion of The Village Minibus Co-ordinator.

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. If, for example, you have booked a vehicle until 5.00 p.m., then it must be returned by this time.

Wilfully keeping a vehicle longer than the pre-booked return time will render the hirer liable to financial (or other) penalties (see clause 22 of the Terms & Conditions of Vehicle Hire). When there is an accident or breakdown, this does not apply.

## **CHARGES**

Are available on the village minibus Website.

## **WITH-DRIVER MINIBUS HIRE**

### **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 requests us to nominate a driver from our Register of Drivers, this is referred to as with-driver minibus hire.

## **AVAILABILITY**

With-driver minibus hires are accepted at the discretion of The Village Minibus Co-ordinator.

## **DRIVERS**

Every The Village Minibus driver is fully qualified under the MiDAS scheme. Drivers also undertake additional training in areas such as Minibus Fire & Evacuation Procedures.

Drivers working for The Village Minibus carry a lot of responsibility and, should they feel it necessary, the final decision to cancel a journey (e.g. because of bad weather) lies with them.

The Village Minibus pool of volunteer drivers is small: it is a delicate job to strike a balance between maintaining a volunteer's interest but also ensuring that they are not taken for granted. It is, therefore, vital that groups making use of this service do not make unreasonable requests of the volunteer. For example, a group should not unreasonably request a The Village Minibus driver to pick up more than the agreed number of passengers. A driver reserves the right to refuse a request if s/he believes it is unreasonable.

## **ESCORTS**

The Village Minibus is unable to offer an escort service on with-driver minibus hires. It is, therefore, the responsibility of the hirer to provide a reliable and competent escort. An escort is compulsory if children or other vulnerable passengers are to be carried. The Village Minibus reserves the right to refuse a with-driver booking if a suitable escort cannot be provided.

The escort is normally expected to meet the driver at the appropriate The Village

office, or at the first passenger pick-up point. The escort's responsibilities include:

Dealing with the needs of passengers.

Escorting passengers to and from the vehicle.

Assisting the driver in planning the route if the job involves multiple pick-ups.

Assisting the driver in the event of an accident, breakdown or emergency by looking after the passengers.

## **PASSENGER SAFETY**

The Village Minibus drivers will not be responsible for lifting a passenger during the course of a hire.

It is the hirer's responsibility to assess each passenger's ability to use the steps or passenger lift when boarding or alighting from The Village 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 Village Minibus, and from such a seat to a wheelchair. The Village Minibus reserves the right to make its own determination about the use of steps or a passenger lift, and similarly about a transfer to and from a minibus seat, if the driver believes that safety has been compromised by the hirer's assessment.

## **MAKING A BOOKING**

When a group requests a with-driver hire, The Village Minibus may accept the booking subject to driver availability. The Village Minibus will make every effort to find a driver and will inform the hirer of the outcome as soon as possible.

A group should give careful consideration to route planning when requesting a with-driver hire, especially if it involves multiple pick-ups. For example, if a group of people is being picked up for a club meeting, it is not a good idea if the first person to be picked up ends up being on the minibus for over an hour.

It is also important to be accurate about the number of passengers travelling in wheelchairs. For example, if the minibus is set up to carry one person travelling in a wheelchair, the driver can only pick up one such passenger.

It is the hirer's responsibility to provide The Village Minibus with accurate information about the destination and/or venue for a with-driver hire. This includes details about the precise address, identification of any hazards, and the provision (where necessary) of directions.

One-off bookings can be made over the telephone or, if you wish, in writing. Requests for regular bookings **MUST** be made in writing and should state dates, times, vehicle required, seating capacity, etc. 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.

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. Renewals of regular bookings cannot be guaranteed.

## **EMERGENCIES**

You **MUST** be able to provide a contact telephone number that will be staffed during the time of the hire. If you do not provide such a telephone number, cannot be held responsible for any failure to inform you about any emergency or other problem associated with the hire: e.g. a breakdown on the way to the first pick-up.

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



01. Bookings for vehicle hires are only accepted from members of The Village Minibus. It is the responsibility of the member, not The Village Minibus to ensure that bookings made in the name of the member are made by authorised personnel (e.g. by using an Order Form). A member is responsible for the payment of any hire, accepted in good faith by The Village Minibus booked in its name.
02. All accounts must be paid promptly. Invoices are sent out at the end of each calendar month, and must be paid within 30 days. The Village Minibus reserves the right to refuse bookings to any group whose account is overdue. Non-payment of invoices will result in loss of membership.
03. The invoice for any particular hire will be the responsibility of the hirer.
04. Drivers and passengers are not allowed to smoke in the The Village Minibus vehicle.
05. Vehicles 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 £50 surcharge being added to the hirer's invoice.
06. The Village Minibus reserves the right to ban a driver from driving any vehicle in The Village Minibus should that person allow another person who has not passed the MiDAS driver assessment (or who has not attended the relevant MiDAS training course[s], or who has not been through the relevant The Village Minibus vehicle familiarisation process) to drive a vehicle in The Village Minibus. In such circumstances, the driver(s) may be liable to prosecution.
07. The Village Minibus reserves the right to ban a driver from driving the The Village Minibus if there are reasonable grounds for believing that person knowingly failed to report any damage to, or accident involving, a vehicle in The Village Minibus whilst it was in their care (i.e. during a hire).
08. Should a group fail to turn up for a booked hire, or give little or no notice of cancelling their hire, The Village Minibus reserves the right to levy a charge of £35 per day for each day cancelled.
09. Should a group persistently cancel their bookings, The Village Minibus reserves the right to levy a charge of £50 per day for each day cancelled, regardless of the length of notice given for the cancellation.
10. The Village Minibus reserves 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 The Village Minibus.
11. In the event of cancellation or change to a booking The Village Minibus no liability can be accepted for any loss, financial or otherwise, arising from our failure to provide a vehicle, and The Village Minibus cannot be held responsible for breach of contract in such circumstances.

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

12. Anyone driving a vehicle in the The Village Minibus must be on The Village Minibus *Register of Drivers* and have successfully undertaken the MiDAS driving assessment and relevant training course(s).
13. Should a driver provide false or inaccurate information at the time of registering with The Village Minibus and insurance cover is consequently invalidated, The Village Minibus reserves the right to take legal action against the relevant parties.
14. Drivers must notify The Village Minibus of any changes in the circumstances

relating to their driving licence (including changes in health) which occur after they have completed the insurance form.

15. 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. The Village Minibus reserves the right to make payment and then recover the amount from the hirer.
16. Any prosecution of a driver arising from the use of The Village Minibus 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.
17. Drivers must not drive whilst under the influence of drugs or alcohol.
18. Drivers must not indulge in dangerous driving, or abuse the vehicle.
19. Drivers must inspect the vehicle before and after each hire, and note down any damage or fault on the logsheet.
20. The hirer is responsible for maintaining correct oil and water levels, and correct tyre pressures, during the period of the hire.
21. 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.
22. The Minibus must be returned no later than the previously booked time. Should an unauthorised late return of the 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, The Village Minibus reserves the right to take any appropriate action to recover the vehicle. The Village Minibus reserves the right to levy an additional surcharge of £35 in the event of an unauthorised late return of a vehicle. The Village Minibus reserves the right to refuse hires from groups who are persistently late in returning vehicles.
23. Receipts for fuel, oil or minor repairs incurred during a self-drive hire must be returned to The Village Minibus, together with the logsheet and vehicle keys. Failure to do so will result in these costs NOT being deducted from the invoice.
24. Any accident or damage to the vehicle must be notified to The Village Minibus as soon as possible.
25. 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.