

# MINIBUS HIRE POLICY

## INTRODUCTION

This leaflet sets out the procedures, and terms and conditions for hiring The Bradbury Centre Mini bus

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 Bradbury Centre** is the registered holder of a *Small Bus Permit*, and every hire is carried out under the terms of the Permit. This means that:

**Section 19 permit** - Affiliated groups have to be Constituted third sector groups which fall within the purposes set out in the S19 permit i.e. Education, Religion, Social Welfare or Recreation.

**Section 22 permit - Excursions** - These services will be available for planned trips organized by the centre for the community and also for groups who cannot become affiliated because they are not groups within the meaning of S19

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

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 seating capacity is : 16 passengers plus driver

N.B. The maximum number of seats is reduced when carrying passengers in wheelchairs, to 9 passengers and two wheelchairs.

Each minibus is equipped with:

Wheelchair clamps. 4-point webbing restraints.

Restraint systems for passengers travelling in wheelchairs.

A fuse kit, A spill pack, A first aid kit, 1 fire extinguisher.

A de-icer and scraper.

## DRIVERS

Entitlement to drive the minibuses 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 license 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 Bradbury Centre 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.*

## **PASSENGER SAFETY**

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 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 and from such a seat to a wheelchair.

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

01. If the bus is involved in an accident the hirer will be responsible for the Insurance excess of £250
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 Bradbury Centre** reserves the right to refuse bookings to any group whose account is overdue.
03. The invoice for any particular hire will be the responsibility of the hirer.
04. Drivers and passengers are not allowed to smoke or drink alcohol on the bus. **The Bradbury Centre** reserves the right to refuse hires from groups who persistently ignore this regulation, and reserves the right to levy a charge of £50 for clearing up debris caused by smoking or drinking.
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 Bradbury Centre** reserves the right to ban a driver from driving the Mini bus if there are reasonable grounds for believing that person knowingly failed to report any damage to, or accident involving, the vehicle during a hire.
07. Anyone driving the mini bus must have successfully undertaken the MiDAS driving assessment and relevant training course(s).
13. Should a driver provide false or inaccurate information to The Bradbury Centre and insurance cover is consequently invalidated, **The Bradbury Centre** reserves the right to take legal action against the relevant parties.
14. Drivers must notify **The Bradbury Centre** 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 Bradbury Centre** 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 Mini Bus while on 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 vehicle diagram sheet.
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.
24. Any accident or damage to the vehicle must be notified to **The Bradbury Centre** 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.