

#### 1. Introduction

1.1 This document sets out the procedures, terms and conditions for using the minibus operated by City of Hull Scouts District ("we/us"). The minibus is available for use by other Scout groups that hold a valid Section 19 Permit.

### 2. Minibus equipment

- 2.1 The maximum seating capacity (including the driver) is 13 with 1 wheelchair user. The driver & passengers must use the available seat belts at all times, unless they hold a medical exemption certificate.
- 2.2 The minibus is equipped with:
  - A first aid kit
  - · A fire extinguisher
  - A de-icer, scraper & squeegee
  - Warning triangle
  - Spare bulb kit
  - Dust pan & brush
  - Sweeping brush
  - Interior cleaning cloths & cleaner
  - Waste bags
  - Torch
  - High visibility waistcoats

### 3. Making a Booking

- 3.1 Bookings for the Minibus are only accepted from Non-Profit Groups, Private Groups & Charity Organisations that hold a valid Section 19 Permit which must be displayed by law in the vehicle during the hire.
- 3.2 All bookings are subject to a booking deposit of £20 payable in avance. A further £150 Bond will be payable on minibus collection. This amount is equal to the insurance excess and will be withheld in the event of a claim. The bond will be returned to you upon a satisfactory inspection of the minibus.
- 3.3 Your booking cannot be confirmed until the deposit has been paid in full (£20). The balance is to be paid in cash or by cheque on collection if not before.
- 3.4 We reserve the right to decline, cancel or vary any booking and no liability is accepted for any loss, financial or otherwise, arising therefrom.



### 4. General Terms & Conditions

- 4.1 All Scout Groups, Districts, Counties & Voluntary Groups who borrow or hire a minibus will require a Standard Bus Permit so that voluntary groups can charge, or accept a form of remuneration, for providing transport for their own members, without having to comply with the full PSV operator licensing or PCV driver licensing requirements.
- 4.2 Smoking in the minibus is strictly forbidden by law.
- 4.3 Drivers must inspect the vehicle before and after each hire, and note down any damage or fault on the maintenance log sheet in the minibus folder.
- 4.4 The minibus must be returned in a clean and tidy condition, with all rubbish removed before the end of the hire. We reserve the right to impose a £75 valeting charge should the minibus be returned in an unacceptable condition.
- 4.5 The minibus must not be used for the carriage of goods (other than passenger luggage).
- 4.6 Any fines incurred during the period of hire resulting from illegal parking and other infringements are the responsibility of the hirer. The hirer is also responsible for all other charges (tolls etc) arising through the use of the vehicle.
- 4.7 Any prosecution of a driver arising from the use of the minibus will be the responsibility of the user and/or driver. We will pass information of our users to the relevant authorities for them to pursue their enquiries. We will also reserve the right to refuse future use by any individual subject to prosecution whilst driving the minibus.
- 4.8 The user is responsible for maintaining correct oil and water levels, correct tyre pressures, checking lights are working & the vehicle is road legal, during the period of the hire, and recording a 'Daily Check' on the maintenance log sheet in the minibus folder.
- 4.9 The user will 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.
- 4.10 Engine damage resulting from the wrong type of fuel being used while using the minibus will be the responsibility of the user, who will be responsible for full repair costs.
- 4.11 If any key is lost whilst the minibus is in use, we will endeavour to provide a replacement, but the cost of the replacement will be taken from the user's Bond.
- 4.12 The minibus is fitted with a speed limiter which prevents the vehicle exceeding 62mph. It is very important to bear this in mind, particularly when overtaking. The speed limiter is a legal requirement. Drivers should also note that the minibus is not permitted to use the outside lane of a 3 lane motorway.



4.13 Drivers should note that speed limits for minibuses are as follows:-

| Road Type/Area           | Without trailer | With trailer |
|--------------------------|-----------------|--------------|
| Built up areas           | 30 mph          | 30 mph       |
| Single carriageway roads | 50 mph          | 50 mph       |
| Dual carriageways        | 60 mph          | 60 mph       |
| Motorways                | 70 mph          | 60 mph       |

- 4.14 A "Driver Log" must be maintained if more than one driver is to be driving the minibus. A log sheet will be found in the minibus folder.
- 4.15 The vehicle must be kept locked when not attended by a responsible adult.
- 4.16 The Minibus will be full of fuel on your collection, it must be returned full. If the minibus is not returned full then the cost of doing so will be taken from the user's bond.

### 5. Register of Drivers

- 5.1 A primary driver must be declared for the use of the bus and the vehicle will only be issued to him or her.
- 5.2 The primary driver is responsible for ALL aspects of the care, protection and use of the vehicle. If more than one driver is declared, the primary driver has overall responsibility for the vehicle and its operation but the current driver is responsible for the safety of the vehicle and its passengers.
- 5.3 Only drivers who have registered with us are permitted to drive the minibus. Anyone who drives without authorization *will be driving without insurance*. (In the event of an emergency contact the minibus coordinator for authorization of another driver)
- 5.3 Drivers must hold a licence which entitles them to drive a minibus with up to 16 passenger seats (minimum D1 category). Drivers who do not have D1 category may drive the minibus in accordance with the Permit 19 scheme providing they are over the age of 21 and have held their driving licence for a minimum of 2 years. (subject to insurance restrictions). Please refer to <a href="https://www.gov.uk/driving-a-minibus">https://www.gov.uk/driving-a-minibus</a> for further guidance.
- 5.4 Drivers must be between the ages of 25 and 75, must have held their licence for a minimum of 2 years and must have lived in the UK for more than 5 years.
- 5.5 Drivers who have any motoring convictions or have been involved in an accident as the driver in the last 5 years may need to be added to our insurance policy as named drivers, the admin charge and any additional premium cost will be passed on to the group using the minibus.



- 5.6 All Drivers must complete and sign the Driver Registration form. We reserve the right to refuse any driver we believe may be unsuitable.
- 5.7 Drivers must provide details about any medical condition or medical history that may affect their ability to drive a minibus. Drivers must notify us of any changes in the circumstances relating to their driving licence (including changes in health) that occur after completing the Driver Registration Form.
- 5.8 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 user, should a claim arise. We reserve the right to remove a person from the Register of Drivers if he/she is involved in an own-fault accident.
- 5.9 Drivers must not drive whilst under the influence of drugs or alcohol.
- 5.10 Drivers must not indulge in dangerous driving, or abuse the vehicle.

#### 6 Vehicle Familiarisation

6.1 We reserve the right to require any driver to undertake a vehicle familiarisation before any period of hire. This will normally comprise a short on-road session and a reversing manoeuvre. If either of these elements is not completed satisfactorily, the driver will not be allowed to drive the minibus.

### 7 Accident/Breakdown

- 7.1 The minibus is covered for accidents and breakdown through ERS Insurance Please refer to insurance policy documentation for further detail and emergency breakdown call out numbers.
- 7.2 We will not be held responsible for financial or personal loss in the event of mechanical failure. We strive to ensure that our minibus is serviced to the manufacturer's specifications but cannot be held accountable should the vehicle develop a fault while carrying passengers. In the event of a breakdown or accident, we are under no obligation to pay for alternative travel arrangements.
- 7.3 Any accident or damage to the vehicle must be notified to us as soon as possible. The user will be liable for any insurance excess payable.
- 7.4 In the event of a breakdown, you must not let anyone work on the vehicle without our permission. If we do give you permission, we will only give you a refund if you have a valid receipt for the work.
- 7.5 In the event of an accident, the hirer will be liable for any insurance excess payable.

### 8 Off road Use

8.1 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 user's responsibility



## **Minibus Co-ordinator Contact Details:**

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