

THREE VILLAGES MINIBUS (TVM) HIRE POLICY TERMS & CONDITIONS

MINIBUS HIRE POLICY

INTRODUCTION

This handbook sets out the procedures, and terms and conditions for hiring a minibus operated by **TVM**

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

All minibuses are operated under the *Small Bus Permit* legislation. **TVM** is the registered holder of a *Small Bus Permit* and every hire is carried out under the terms of the Permit. This means that:

A minibus can only be hired by members and group members of **TVM**. A minibus cannot be hired by an individual or a member of the general public.

All hires take place in the name of **THREE VILLAGES MINIBUS (TVM)**.

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, a minibus can only be driven by someone who is on **TVM Register of Drivers**.

Subject to availability **TVM** 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 **TVM** often exceeds the availability and, therefore, we cannot guarantee that a member will be able to make all the bookings they would like.

MINIBUSES

There is 1 minibus in **The TVM** fleet.

The saloon seats in **The TVM** are fitted with inertia reel restraint systems and all passengers must use the available restraint systems at all times, unless they hold a medical exemption certificate.

The seating capacity (excluding the driver) of the **THREE VILLAGES MINIBUS** is 15

The THREE VILLAGES MINIBUS is equipped with:

Jack & Wheel Brace

A first aid kit.

A fire extinguisher.

A de-icer and scraper.

2 high vis. Jackets.

TVM Driver's Pack contains a copy of:

TVM Minibus Information Sheets including the log sheet which must be completed for each journey.

TVM Driver's rules.

TVM Damage & Defect Form (use log book and/or book under driver's seat to record defects & accidents to **TVM** or its passengers)

Single use Camera.

Vehicle Manual.

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 **TVM** 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:

- The driver has held a full driving licence, with entitlement to drive a car (category B), for at least two years.
- The minibus is used for social purposes by a non-commercial body.
- The driver is providing his/her services on a voluntary basis (i.e. unpaid except for reimbursement of expenses).
- 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).
- 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.

A driver must:

Be between the ages of 25 and 70.

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.

All drivers must abide by the **TVM Driver's Rules** (copy kept in the *Driver's Pack* in the bus).

INSURANCE

TVM is driven under insurance arranged by **The THREE VILLAGES MINI Bus**.

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

TVM 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, **TVM** shall be the sole arbiter when determining whether an accident is serious or of a minor nature.

TVM must not be used for the carriage of goods.

VEHICLE BREAKDOWNS

TVM is covered by The AA.: this includes "Home Start" and "Recovery". More specific information is provided on the **TVM log book**.

OFF-ROAD USE

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

PASSENGER SAFETY

It is the hirer's responsibility to assess each passenger's ability to use the steps when boarding or alighting from **TVM** minibuses.

CHILDREN

Remember that young children are required to use appropriate seating, and that **TVM** cannot provide baby carriers, child seats and 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 **TVM** (i.e. you will not be providing at least one other adult passenger), you are recommended to consider requesting the Disclosure & Barring Service 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. These bookings must be logged with the programme secretary.

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. If you think you may be unavoidably delayed in returning the vehicle, please telephone **TVM** (numbers in log book).

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 FOR HIRE OF TVM

These are provided on request.

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 **TVM** Co-ordinator.

The with-driver minibus hire service is provided by volunteer drivers. The number of with-driver hires that **TVM** can carry out will vary from time to time because of the fluctuating size of the volunteer pool. This service is primarily available from 9.00 a.m. to 5.00 p.m. Monday - Friday: however, there may be occasions when the service will be available outside these hours.

DRIVERS

Drivers of **TVM** 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 **TVM** pool of volunteer drivers is small: it is a delicate job to strike a balance between maintaining a volunteer's interest and 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 **TVM** driver to pick up more than the agreed number of passengers. A **TVM Bus** driver reserves the right to refuse a request if s/he believes it is unreasonable.

ESCORTS

TVM 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. **TVM** 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 designated spot where the minibus is parked, 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

TVM 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 when boarding or alighting from a **TVM** minibus

MAKING A BOOKING

When a group requests a with-driver hire, **TVM** may accept the booking subject to driver availability. **TVM** 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 the hirer's responsibility to provide **TVM** 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 given to the programme secretary.

Should you wish to renew a block of regular bookings, please do so in writing using the repeat bookings form available from **TVM** at least four weeks in advance: 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. This is especially important for hires out of normal office hours. If you do not provide such a telephone number, **TVM** 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.

CHARGES FOR HIRE OF TVM

These are kept as low as is practicable and depend on the club/individuals needs and requirements. A charge will be added for fuel used if the diesel tank is not topped up to its value at the start of the journey.

On request, a charge for a given journey will be given but to this must be added the cost of fuel used.

TERMS & CONDITIONS OF VEHICLE HIRE: GENERAL

01. Bookings for vehicle hires are only accepted from members of **TVM**. It is the responsibility of the member, not **TVM**, to ensure that bookings made in the name of the member are made by authorised personnel (e.g. by using a booking Form). A member is responsible for the payment of any hire, accepted in good faith by **TVM**, booked in its name.
02. All accounts must be paid promptly. Invoices should be settled immediately on receipt. **TVM** 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, eat or drink in **TVM** vehicle. **TVM** reserves the right to refuse hires from groups who persistently ignore this regulation, and reserves the right to levy a charge of £20 for clearing up debris caused by smoking.
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 £20 surcharge being added to the hirer's invoice.
06. **TVM** reserves the right to ban a driver from driving **TVM** should that person allow another person who is not registered as a **TVM** driver to drive **TVM** (though exceptional circumstances will be considered). In such circumstances, the driver(s) may be liable to prosecution.
07. **TVM** reserves the right to ban a driver from driving **TVM** if there are reasonable grounds for believing that person knowingly failed to report any damage to, or accident involving, **TVM** 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, **TVM** reserves the right to levy a charge of £20 for each hire cancelled.
09. Should a group persistently cancel their bookings, **TVM** reserves the right to levy a charge of £20 per hire cancelled, regardless of the length of notice given for the cancellation.

10. **TVM** 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 **TVM**.
11. In the event of cancellation or change to a booking by **TVM**, no liability can be accepted for any loss, financial or otherwise, arising from our failure to provide a vehicle, and **TVM** cannot be held responsible for breach of contract in such circumstances.

TERMS & CONDITIONS OF VEHICLE HIRE: SELF-DRIVE HIRE

12. Anyone driving TVM must be on the TVM *Register of Drivers*
13. Should a driver provide false or inaccurate information at the time of registering with **TVM**, and insurance cover is consequently invalidated, **TVM** reserves the right to take legal action against the relevant parties.
14. Drivers must notify **TVM** 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/speeding will be passed onto, and are the responsibility of, the hirer & or driver. **TVM** 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 a **TVM** 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** as these should have been identified by the driver prior to his commencing to drive the vehicle. Speeding offences are also the sole responsibility of the driver.
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 log 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.
22. The minibus 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, **TVM** reserves the right to take any appropriate action to recover the vehicle. **TVM** reserves the right to levy an additional surcharge of £50 in the event of an unauthorised late return of a vehicle. **TVM** 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 either be left in the log book or be returned to the TVM office, together with the 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 **TVM** as soon as possible and the relevant accident form completed in the log book.
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.
26. An insurance excess of **£150** will apply and is the responsibility of the hirer.