1. **Introduction**

1.1 This document sets out the procedures, terms and conditions for hiring the minibus operated by 2nd Clevedon Scout Group (“we/us”). Our minibus is available for use by other Scouts & Guides groups and non-profit making groups which hold a valid Section 19 Permit.

1. **Minibus equipment**

2.1 The maximum seating capacity (including the driver) is 17. 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 and scraper
* Warning triangle
* Jump start cables
* Spare bulbs
* Torch
* High visibility waistcoats
* Driver's Pack (Mileage logbook, Information Card, Vehicle Manual, Allstar Fuel Card)
1. **Making a Booking**

3.1 Bookings for vehicle hires are only accepted from 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 deposit of £150 payable in advance. Your booking cannot be confirmed until this deposit has been paid in full. This amount is equal to our insurance excess and will be withheld in the event of a claim. The deposit will be returned to you upon a satisfactory inspection of the minibus.

3.3 We reserve the right to decline, cancel or vary any booking and no liability is accepted for any loss, financial or otherwise, arising therefrom.

3.4 Should a group fail to turn up for a booked hire, or give less than 48 hours’ notice of cancellation, we reserve the right to retain the £150 deposit.

3.5 Keeping a vehicle longer than the pre-booked return time will render the hirer liable to a surcharge of £10 per hour, unless the delay is due to accident, breakdown or similar unforeseen incident.

1. **General Terms & Conditions**

4.1 All Scout Groups, Districts and Counties 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 log sheet.

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 hirer and/or driver. We will pass information of our hirers to the relevant authorities for them to pursue their enquiries.

4.8 The hirer is responsible for maintaining correct oil and water levels, and correct tyre pressures, during the period of the hire.

4.9 The hirer 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 on hire will be the responsibility of the hirer, who will have to pay the full repair costs.

4.11 If any key is lost whilst the minibus is on hire, we will endeavour to provide a replacement, but the cost of the replacement will be taken from the hirer’s deposit.

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:-

|  |  |  |
| --- | --- | --- |
|  | 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 |

1. **Register of Drivers**

5.1 Only drivers who have registered with us are permitted to drive the minibus.

5.2 Drivers must hold a licence which entitles them to drive a minibus with up to 16 passenger seats (minimum D1 category).

5.3 Drivers must be between the ages of 25 and 70, must have held their licence for more than 2 years and must have lived in the UK for more than 5 years.

5.4 Drivers must complete and sign the Driver Registration form. A photocopy of the driver's driving licence must be attached to the form, together with the Check Code obtained from the [DVLA](http://www.gov.uk/view-driving-licence). We reserve the right to refuse any driver we believe may be unsuitable.

5.5 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.

5.6 It is strongly recommended that drivers undertake [MiDAS training](http://www.ctauk.org/training/midas.aspx). MiDAS is the UK national standard for the assessment and training of minibus drivers.

5.7 Insurance cover may be invalidated if any of the information contained on the Driver Registration Form is subsequently found to be false or inaccurate, in which case we reserve the right to take legal action against the relevant party.

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 hirer, 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.

1. **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.

1. **Accident/Breakdown**

7.1 The minibus is covered for accidents and breakdown through Access Insurance underwritten by Equity Red Star. The Minibus Information Card contains general details about what to do in the event of a breakdown or accident.

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 hirer 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.

1. **Use of Towbar**

8.1 The minibus is equipped with a tow bar. Any driver intending to use the tow bar must hold a licence with categories D1 and E and should be experienced in driving a minibus safely when towing and in the art of reversing with a trailer attached.

8.2 A trailer should not cause the vehicle's Gross Train Weight (GTW) to be exceeded. This is the maximum weight allowed for the minibus, trailer and their respective loads, and represents the effective limit of the minibus braking system. Information regarding vehicle weights can be found on the plate on the passenger door pillar showing the Gross Vehicle Weight of the minibus of 4100kg and the GTW of 5500kg. Therefore the Gross Trailer Weight must not exceed 1400kg.

8.3 With the trailer in position and loaded it must still be possible to open the rear doors and exit from the vehicle.

8.4 Trailer safety leashes must be used on braked trailers, and in addition to the usual pre-journey vehicle checks in 4.3, trailer lights must always be checked for satisfactory operation after coupling the trailer.

Minibus Co-ordinator Contact Details:

E-mail: minibus@2ndclevedonscouts.org.uk