



# 14<sup>th</sup> Fife Scout Group

Life-changing adventure!

## TERMS & CONDITIONS OF VEHICLE HIRE

### GENERAL

1. Drivers and passengers are not allowed to smoke in the vehicle.
2. 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 £30.00 surcharge being added to the hirer's invoice.
3. 14<sup>th</sup> Fife Scout Group reserve the right to ban a driver from driving the minibus should that person allow another person who has not been through the relevant 14<sup>th</sup> Fife Scout Group vehicle familiarisation and driver registration process to drive the minibus. In such circumstances, the driver(s) may be liable to prosecution.
4. 14<sup>th</sup> Fife Scout Group reserve the right to ban a driver from driving the Minibus if there are reasonable grounds for believing that person knowingly failed to report any damage to, or accident involving, the Minibus whilst it was in their care (i.e. during a hire).
5. Should a group fail to turn up for a booked hire, or give little or no notice of cancelling their hire, 14<sup>th</sup> Fife Scout Group reserve the right to levy a charge of £30.00 per day for each day cancelled.
6. Should a group persistently cancel their bookings, 14<sup>th</sup> Fife Scout Group reserve the right to levy a charge of £30.00 per day for each day cancelled, regardless of the length of notice given for the cancellation.
7. 14<sup>th</sup> Fife Scout Group reserve 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 minibus
8. In the event of cancellation or change to a booking, no liability can be accepted for any loss, financial or otherwise, arising from our failure to provide a vehicle, and 14<sup>th</sup> Fife Scout Group cannot be held responsible for breach of contract in such circumstances.
9. Drivers should ensure that ALL doors are unlocked before allowing passengers to board the minibus.
10. You MUST be able to provide a contact telephone number that will be manned during the time of the hire. This is especially important for hires outside normal office hours. If you do not provide such a telephone number, 14<sup>th</sup> Fife Scout Group cannot be held responsible for any failure to inform you about any emergency or other problem associated with the hire.
11. Any fines during self-drive hires resulting from illegal parking will be passed onto, and are the responsibility of, the hirer. 14<sup>th</sup> Fife Scout Group reserve the right to make payment and then recover the amount from the hirer. The hirer is responsible for any charges (tolls etc) arising through the use of the vehicle.
12. Any prosecution of a driver arising from the use of Minibus will be the responsibility of the hirer and/or driver. This includes any charges against a driver arising from vehicle defects.
13. Drivers must not drive whilst under the influence of drugs or alcohol.
14. Drivers must not indulge in dangerous driving, or abuse the vehicle.
15. Drivers must inspect the vehicle before and after each hire, and note down any damage or fault on the check sheet.
16. The hirer is responsible for maintaining correct oil and water levels, and correct tyre pressures, during the period of the hire.
17. 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.
18. 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, 14<sup>th</sup> Fife Scout Group reserve the right to take any appropriate action to recover the vehicle. 14<sup>th</sup> Fife Scout Group reserve the right to levy an additional surcharge of £10.00 per hour (or part thereof) in the event of an unauthorised late return of a vehicle. 14<sup>th</sup> Fife Scout Group reserves the right to refuse hirer requests from groups who are persistently late in returning vehicles.
19. Receipts for fuel, oil or minor repairs incurred during the hire must be returned to the 14<sup>th</sup> Fife Scout Group booking coordinator, together with the log sheet and vehicle keys. Failure to do so will result in these costs NOT being deducted from the invoice.
20. Any accident or damage to the vehicle must be notified to 14<sup>th</sup> Fife Scout Group as soon as possible. The cost of any damage not covered by the insurance will be recoverable from the hirer.
21. 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.
22. Drivers should remember that speed limits for minibuses are not the same as those for cars. The limits are as follows:

	Speed Limit (mph)
Built up areas* (where no lower limit applies)	30
Single carriage way roads (where no lower limit applies)	50
Dual carriageways (where no lower limit applies)	60
Motorways (where no lower limit applies)	70
Motorways (when towing a trailer) (where no lower limit applies)	60

23. \*The 30 mph limit usually applies to all traffic on all roads with street lighting unless signs show otherwise. For more details, refer to the Highway Code.
24. Drivers should note that the minibus has a speed limiter fitted that will prevent the vehicle exceeding 62mph. This is very important to bear in mind, particularly when overtaking. The speed limiter is a legal requirement.

## REGISTER OF DRIVERS

Anyone driving the Minibus must be on the 14<sup>th</sup> Fife Scout Group Register of Drivers. Entitlement to drive the 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 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). 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 25 and 70.

Complete and sign the 14<sup>th</sup> Fife Scout Group driver's registration form: a photocopy of the driver's driving licence will be attached to this form, together with the 'check code' obtained from the DVLA.

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.

14<sup>th</sup> Fife Scout Group reserve the right to refuse any driver that they believe may be unsuitable.

It is strongly recommended that drivers undertake MiDAS training.

MiDAS is the UK national standard for the assessment and training of minibus drivers. For more details, please see the Community Transport Association web site.

## VEHICLE FAMILIARISATION

A driver who has been accepted by 14<sup>th</sup> Fife Scout Group will (subject both to having D1 driving entitlement and to what follows) be eligible to drive the 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 may be required before a driver can drive the vehicle other than the one in which the MiDAS on-road assessment was carried out (if applicable).

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 components of the vehicle familiarisation, or the reversing manoeuvre, is not completed satisfactorily, the driver will not be allowed to drive the minibus. Vehicle familiarisation should always be pre-booked.

## INSURANCE

The Minibus is driven under insurance arranged by 14<sup>th</sup> Fife Scout Group.

Insurance cover may be invalidated if any of the information contained on the Minibus driver registration form is subsequently found to be false or inaccurate. Any material changes to the information on a driver's licence must be notified to 14<sup>th</sup> Fife Scout Group before that person next drives the minibus. Similarly, should a driver have an accident whilst driving any motor vehicle after his/her name is entered on the 14<sup>th</sup> Fife Scout Group Register of Drivers that fact must be disclosed to 14<sup>th</sup> Fife Scout Group before that person next drives the Minibus.

14<sup>th</sup> Fife Scout Group reserve 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, 14<sup>th</sup> Fife Scout Group shall be the sole arbiter when determining whether an accident is serious or of a minor nature.

14<sup>th</sup> Fife Scout Group may, at their 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.

In the event of an accident, the hirer will be liable for any insurance excess payable.

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

Should a driver provide false or inaccurate information at the time of registering with 14<sup>th</sup> Fife Scout Group, and insurance cover is consequently invalidated, 14<sup>th</sup> Fife Scout Group reserve the right to take legal action against the relevant parties.

Drivers must notify 14<sup>th</sup> Fife Scout Group of any changes in the circumstances relating to their driving licence (including changes in health) that occur after they have completed the insurance form.

## **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 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 in the minibus, and from such a seat to a wheelchair.

## **CHILDREN**

It is a requirement that all children (up to 16 years) wear seatbelts. Remember that young children are required to use appropriate seating. At present 14<sup>th</sup> Fife Scout Group do not provide baby carriers, child seats or booster cushions. With effect from 18th September 2006 the Department for Transport introduced new car seat regulations. The Community Transport Association advises us that these regulations do NOT currently apply to minibuses.

## **MAKING A BOOKING**

1. In general, and subject to availability, the minibus can be booked for any period up to seven days. Bookings for longer periods may be accepted at the discretion of the 14<sup>th</sup> Fife Scout Group.
2. 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.
3. 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.
4. All accounts must be paid promptly. Invoices are sent out at the end of each calendar month (unless otherwise agreed), and must be paid within 30 days. 14<sup>th</sup> Fife Scout Group reserve the right to refuse bookings to any group whose account is overdue.
5. The invoice for any particular hire will be the responsibility of the hirer.
6. Bookings are subject to vehicle availability. Booking should be done online at [14thfifescouts.org.uk](http://14thfifescouts.org.uk)
7. 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 as another group may be waiting to start an evening hire. Furthermore, the

vehicle may require to be fuelled. If you think you may be unavoidably delayed in returning the vehicle, please telephone the minibus co-ordinator.

8. Wilfully keeping a vehicle longer than the pre-booked return time will render the hirer liable to financial (or other) penalties. When there is an accident or breakdown, this does not apply.

## **USE OF TOWBAR**

If you wish to drive a minibus with a trailer attached you should first seek training in how to drive safely when towing. Towing a trailer requires training - particularly in the art of reversing.

A trailer should not cause the vehicle's Gross Train Weight to be exceeded. This is the maximum weight allowed for the minibus and its load, together with the trailer and its load and it represents the effective limit of the minibus braking system.

Further restrictions exist depending on whether using a braked or unbraked trailer with one or more axles. In addition, the tow bar fixing point and the strength of the trailer coupling will have maximum capabilities. Your trailer supplier should be able to make this clear.

Luggage needs to be positioned around the centre of the trailer. On some trailers, there is a manual load-operating valve, which adjusts the brake setting.

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

The tow bar should not be used without the prior consent of 14<sup>th</sup> Fife Scout Group.

## **VEHICLE BREAKDOWNS**

Breakdown cover is provided on the vehicle. Details of this are stored in the glove box within the vehicle.

## **OFF-ROAD USE**

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 hirer's responsibility.

## **HIRER CHARGES**

See website for details.