



## **BATS MINIBUS HIRE POLICY**

### **INTRODUCTION**

This policy sets out the procedures, and terms and conditions for hiring the minibus operated by Bexley Accessible Transport Scheme

Our minibus hire service is only available to non-profit making community & voluntary groups and individuals that meet our eligibility criteria in Bexley and the surrounding boroughs.

Our minibuses are operated under Section 19 Permit legislation. BATS is the registered holder of said permits, and every hire is carried out under the terms of the Permit. This means that:

- The minibus can only be hired by group members of BATS Minibus scheme. An individual or a member of the general public cannot hire the minibus.
- The minibus cannot be hired for activities (or as part of activities) that are profit making.
- Whilst on hire, the minibus can only be driven by someone who is on the BATS Minibus Register of Drivers.

It is important to realise we cannot guarantee that a member will be able to make all the bookings they would like.

### **MINIBUSES**

BATS have various minibuses available for hire. The saloon seats 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 maximum seating capacity (including the driver) is 17.

The minibus is equipped with:

- A first aid kit.
- A fire extinguisher.
- A de-icer and scraper.
- Warning triangle
- Torch
- High visibility waistcoat

The BATS Minibus Driver's Pack contains a copy of:

- BATS Minibus Job sheet.
- BATS Minibus Hire Policy.
- Midas Minibus Driver's Handbook
- Details of insurance and breakdown contacts

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

### **GENERAL**

1. Drivers and passengers are not allowed to smoke in the minibuses BATS reserves the right to refuse hires from groups who ignore this regulation
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 £25.00 surcharge being added to the hirer's invoice.
3. BATS reserve the right to ban a driver from driving the minibus should that person allow another person who has not been through the relevant BATS vehicle familiarisation and driver registration process to drive the BATS vehicles. In such circumstances, the driver(s) may be liable to prosecution.
4. BATS reserves 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 ,BATS 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, BATS reserves the right to levy a charge of £38.76 per day for each day cancelled. To cover the daily hire charge.

6. BATS 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 BATS.

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

8. Drivers should ensure that ALL doors are unlocked before allowing passengers to board the minibus.

9. 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, BATS 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 (including misuse of a Blue Badge), speeding etc. will be passed onto, and are the responsibility of, the hirer. BATS 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 BATS 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 log sheet prodded.

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, BATS reserve the right to take any appropriate action to recover the vehicle. BATS 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. BATS reserve 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 BATS Transport manager, 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 BATS as soon as possible.
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 must fill in the Job Sheet given accurately filling in the start and finish reading.

## **SECTION 19 PERMIT OPERATIONS**

Technically, because all hires take place under the auspices of our Section 19 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**

Anyone driving a BATS Minibus must be on the BATS Minibus Register of Drivers.

Entitlement to drive a BATS Minibus is partly determined by the date when a driver passed his/her UK manual car driving test. Drivers who passed the test before 1st 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). Unless specifying hiring a B licence minibus. This must be mentioned at the time of the booking. 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.

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 above.

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 21 and 75.

Complete and sign the BATS Minibus driver's registration 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.

BATS carry out regular license checks through a third party and any driver wishing to be added to our register must complete a D796 or dqo6 and consent to these checks taking place.

BATS reserve the right to refuse any driver that they believe may be unsuitable

It is strongly recommended that drivers undertake Midas training, but any driver will certainly have to undergo a Driving Assessment by one of our DATS trainers before being allowed to drive our vehicles.

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

## **VEHICLE FAMILIARISATION**

A driver who has been accepted by BATS will (subject to having the correct driving entitlement and to what follows) be eligible to drive the BATS Minibuses. 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 will be required before a driver can drive a 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 BATS Minibuses are driven under insurance arranged by BATS.

Insurance cover may be invalidated if any of the information contained on the BATS 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 BATS 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 BATS Minibus Register of Drivers that fact must be disclosed to BATS before that person next drives the BATS Minibus.

BATS Minibus 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 accident in any 12-month period.

In all such cases, BATS shall be the sole arbiter when determining whether an accident is serious or of a minor nature.

BATS 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.

A deposit of £50.00 is now to be held on account by either cheque s or BACS transfer.

When the vehicle is returned upon inspection if the vehicle has no damage and is clean the £50.00 will be fully refund.

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 BATS, and insurance cover is consequently invalidated, BATS reserves the right to take legal action against the relevant parties.

Drivers must notify BATS 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.

If a wheelchair is to be securely clamped into a minibus this must comply with safety regulations. If the vehicle is registered 2014 or above a 3<sup>rd</sup> cantilever strap must be in place.

If you are unsure, please ask the transport manager all clamps must correspond with each over. You must inform the office if wheelchair clamps are required.

## **CHILDREN**

It is a requirement that all children (up to 16 years) wear seatbelts.

Remember that young children are required to use appropriate seating.

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 the minibus (i.e. you will not be providing at least one other adult passenger), you are recommended in all cases requesting the Criminal Record Office to provide you with information about that person under the Criminal Conviction Information Scheme. We recommend that when groups of children are being transported, 1 adult must be sat in the back of the minibus supervising them.

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. However, the BATS management recommend the use of an appropriate child seat where the child is up to 135cm in height or under 12 years of age.

Remember that young children are required to use appropriate seating.

## **MAKING A BOOKING**

1. In general, and subject to availability, a minibus can be booked for any period up to seven days. Bookings for longer periods may be accepted at the discretion of the BATS office.
2. Should you wish to renew a block of regular bookings, please do so in writing or Email: 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. Bookings for vehicle hires are only accepted from members of BATS. It is the responsibility of the member, not BATS, to ensure that bookings made in the name of the member are made by authorised personnel (e.g. by using an Order Form). A member is responsible for the payment of any hire, accepted in good faith by BATS, booked in its name.
5. 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 14 days. BATS reserve the right to refuse bookings to any group whose account is overdue. Non-payment of invoices will result in loss of membership.
6. The invoice for any particular hire will be the responsibility of the hirer.
7. Bookings are subject to vehicle availability. One-off bookings can be made over the telephone or, if you wish, in writing or Email. Requests for regular bookings **MUST** be made in writing or Email and should state dates and times.
8. 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, or seats may need to be removed/replaced. If you think you may be unavoidably delayed in returning the vehicle, please telephone the BATS Minibus co-ordinator as soon as possible.

9. 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, but you must inform the Transport manager.

## **VEHICLE BREAKDOWNS**

A Breakdown Organisation covers the BATS fleet. This includes "Home Start" and "Recovery". We would always ask you contact BATS personnel in the first instance. Out of hours numbers are always provided. The Midas Minibus Driver's Handbook contains general details about what to do in the event of a breakdown or accident. More specific information is provided on the BATS Minibus Information Card.

## **OFF-ROAD USE**

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

## **HIRE CHARGES**

There will be an annual membership fee to be part of the BATS Minibus group. This will be due on the 1<sup>st</sup> April each year.

£35 for unfunded groups

£70 for funded groups (those with paid members of staff)

The cost of your trip will be calculated as below unless you have pre-arranged a fee with the finance department of BATS.

The daily hire charge is £38.76; this includes the first 25 miles. The charge per mile thereafter is £1.10. If you have the vehicle overnight, the daily charge will be applied on a daily basis.

For longer journeys, please contact the office and we will be happy to provide a quote.

For community and voluntary groups, we will always endeavour to find you a volunteer driver for your trips however if this is not possible, a paid driver can be used and this charge will be transferred straight to the group. The current charge for a driver is £11.50 per hour. This charge will be for the whole of the time the driver is out for, not just for the time he is driving for the group, unless pre-arranged with BATS.

If we find you a volunteer driver, a one-off admin charge of £11.50 will be applied.

BATS will always be happy to provide a quote prior to booking a trip.

## **Useful contacts**

**BATS Office – 01322311333**

**BATS Emergency – 07534 133010**

**BATS Email- [Enquiries@bexleyct.co.uk](mailto:Enquiries@bexleyct.co.uk)**

## DATA Protraction

I/we understand that BATS is registered under the DATA Protection act and I/we consent to BATS holding relevant personal information about me.

By agreeing to the BATS policy, I/we understand our information may be shared with carefully selected third parties (such as driving licences)

Version 4

Next review date: September 2021

Please complete attached form and hand in

I/we agree to receive BATS Newsletter and information such as events that may enhance your services

How would you like to receive this information?

PLEASE TICK-

E-mail -  E-MAIL ADDRESS .....

Post -  HOME ADDRESS .....

SMS -  PHONE NUMBER .....

NAME .....

SIGNED.....

DATE.....

For any enquires on DATA Protection contact us on [dpo@bexleyct.co.uk](mailto:dpo@bexleyct.co.uk)