



MINIBUS HIRE POLICY

Last Review:	May 2019
Committee:	Resources
Date Ratified:	18 th July 2019
Next Review:	May 2021

INTRODUCTION

This Policy sets out the procedures, and terms and conditions for hiring the minibus operated by Sir **William Romney's School**. Our minibus hire service is only available to non-profit making community and voluntary groups in Tetbury and the surrounding area who hold a valid Section 19 Permit. The minibus is operated under the Small Bus Permit legislation. It is important to realise we cannot guarantee that a member will be able to make all the bookings they would like.

MINIBUS

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 Sir William Romney's **School** Minibus Driver's Pack

The **Sir William Romney's School** Minibus Driver's Pack contains a copy of:

- **Sir William Romney's School** Minibus Information Card
- **Sir William Romney's School** Minibus Hire Policy
- Vehicle Manual
- Local Road Map

TERMS & CONDITIONS OF VEHICLE HIRE:

GENERAL

1. Drivers and passengers are not allowed to smoke in the **Sir William Romney's School** Minibus vehicle.
2. Vehicles must be returned in a clean and tidy condition. There should be no consumption of food or drink on board during the hire. All rubbish must be removed from the vehicle before the end of the hire. Failure to do so will result in a £40.00 surcharge being added to the hirer's invoice.
3. **Sir William Romney's School** reserve the right to ban a driver from driving the minibus should that person allow another person who has not been through the relevant **Sir William Romney's School** Minibus vehicle familiarisation and driver registration process to drive the **Sir William Romney's School** Minibus. In such circumstances, the driver(s) may be liable to prosecution.

4. **Sir William Romney's School** reserve the right to ban a driver from driving the **Sir William Romney's School** Minibus if there are reasonable grounds for believing that person knowingly failed to report any damage to, or accident involving, the **Sir William Romney's School** 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, **Sir William Romney's School** reserve the right to levy a charge of £30.00 per day for each day cancelled.
6. Should a group persistently cancel their bookings, **Sir William Romney's School** 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. **Sir William Romney's School** 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 **Sir William Romney's School** Minibus.
8. In the event of cancellation or change to a booking by **Sir William Romney's School**, no liability can be accepted for any loss, financial or otherwise, arising from our failure to provide a vehicle, and **Sir William Romney's School** 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, **Sir William Romney's School** 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. **Sir William Romney's School** 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 **Sir William Romney's School** 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.
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 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, **Sir William Romney's School** reserve the right to take any appropriate action to recover the vehicle. **Sir William Romney's School** 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. **Sir William Romney's School** reserves the right to refuse hirer requests from groups who are persistently late in returning vehicles.
19. **Fuel must be purchased from either Tesco, Morrisons or Sainsbury's using the fuel card attached to the keys.** Receipts must be returned to the **Sir William Romney's School** Minibus Coordinator, together with the log sheet and vehicle keys.
20. Any accident or damage to the vehicle must be notified to **Sir William Romney's School** as soon as possible. The cost of any damage not covered by the insurance will be recoverable from the hirer. Any repairs to the vehicle must be authorised by the School Minibus Coordinator.

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 carriageway 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.

SMALL BUS PERMIT OPERATION

The minibus can only be operated by authorised officials of organisations holding a valid Section 19 Permit.

REGISTER OF DRIVERS

Anyone driving the **Sir William Romney's School** Minibus must be on the **Sir William Romney's School** Minibus Register of Drivers.

Drivers who passed their car test (referred to as Category B Entitlement) before 1st January 1997 were automatically given D1 entitlement on their licence to drive a minibus with up to 16 seats (17 seats to include the driver) assuming there is no payment from or on behalf of the passengers.

Drivers who passed their test after 1st January 1997 may also drive a minibus with up to 16 passenger seats using their current car driving licence as long as the driver is:

- Over 21 years of age and under 70 years of age
- Has had a driving licence for at least 4 years
- Is driving on a voluntary basis and there is no payment from or on behalf of the passengers

and

- The maximum weight of the minibus is not more than 3.5 tonnes – or 4.25 tonnes including specialist equipment for disabled passengers, e.g. a wheelchair ramp.
- A trailer is not being towed.

In addition, a driver must:

- complete and sign the **Sir William Romney's School** Minibus Driver 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.

and 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.

Sir William Romney's School reserve the right to refuse any driver that they believe may be unsuitable.

MINIBUS DRIVER ASSESSMENT

A driver who has been accepted by **Sir William Romney's School** will be eligible to drive the **Sir William Romney's School** Minibus once a Minibus Driver Assessment has been completed. Organisations should contact the School Minibus Coordinator to book a suitable date/time for the assessment. A charge of £45 will be made for each assessment.

A driver assessment will include an on-road session and require the successful completion of a reversing manoeuvre. If either of the on-road components of the driver assessment, or the reversing manoeuvre, is not completed satisfactorily, the driver will not be allowed to drive the minibus.

INSURANCE

The **Sir William Romney's School** Minibus is driven under insurance arranged by **Sir William Romney's School**.

Insurance cover may be invalidated if any of the information contained on the **Sir William Romney's School** 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 **Sir William Romney's School** 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 **Sir William Romney's School** Minibus Register of Drivers that fact must be disclosed to **Sir William Romney's School** before that person next drives the **Sir William Romney's School** minibus.

Sir William Romney's School 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, **Sir William Romney's School** shall be the sole arbiter when determining whether an accident is serious or of a minor nature.

Sir William Romney's School 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 **Sir William Romney's School**, and insurance cover is consequently invalidated, **Sir William Romney's School** reserve the right to take legal action against the relevant parties.

Drivers must notify **Sir William Romney's School** 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.

It is a requirement by law that all minibus passengers wear seatbelts.

MAKING A BOOKING

1. In general, and subject to availability, the minibus can be booked for any period up to five days. Bookings for longer periods may be accepted at the discretion of the **Sir William Romney's School** Minibus Coordinator.
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. Bookings for vehicle hires are only accepted from organisations that hold a valid Section 19 Permit. It is the responsibility of the organisation, not **Sir William Romney's School**, to ensure that bookings made in the name of the organisation are made by authorised personnel (e.g. by using a Booking/Hire Form). The organisation is responsible for the payment of any hire, accepted in good faith by **Sir William Romney's School**, 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 7 days. **Sir William Romney's School** reserve the right to refuse bookings to any group whose account is overdue.
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. Requests for regular bookings **MUST** be made in writing using the Minibus Booking/Hire Form and should state dates, times, destination and number of passengers, etc.
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 5.00pm, 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 **Sir William Romney's School** Minibus co-ordinator.
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.

USE OF TOWBAR

Sir William Romney's School's regular minibuses are not fitted with tow bars. However, should a replacement vehicle be in use, then no tow bar should be used without the prior consent of **Sir William Romney's School**.

VEHICLE BREAKDOWNS

A Breakdown Organisation covers the **Sir William Romney's School** minibus. More information is provided on the **Sir William Romney's School** Minibus Information Card.

OFF-ROAD USE

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

HIRER CHARGES

Please see separate tariff details.



Sir William Romney's School

Minibus Hire Charges

The charges detailed below are inclusive of operating costs. (e.g. diesel, oil and insurance)

Per Mile	90p
Minimum Charge	There will be a minimum charge of £15.00 per day for bookings of more than 3 hours.