

Annandale Community Transport Services

TERMS AND CONDITIONS OF GROUP MINIBUS HIRE

AS FROM 1 FEBRUARY 2024

1 MEMBERSHIP

Registration is restricted to constituted or statutory non-profit making groups and organisations in Annandale & Eskdale or region wide groups catering for people in this area. A minibus can only be hired by a registered group, and **used only for the purposes for which the group was constituted**. A minibus cannot be hired by an individual or a member of the general public. 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, nursery, etc or any business.

The membership year runs from 1st June to 31st May. There is an annual registration fee **renewable on 1 June each year** (50% discount if registering for the first time after 1 January).

Registration can be cancelled at any time at the discretion of the directors.

2 DRIVERS

Drivers must be registered with ACTS to be able to drive an ACTS vehicle. Drivers must successfully undertake MiDAS (Minibus Driver Awareness Scheme) training and have a familiarisation of each type of vehicle they wish to drive. Drivers must be **over 25** years of age with at least two years possession of a full driving licence. To be able to drive the 16 passenger seat minibuses, drivers must have passed their driving test before 1/1/97 unless they have taken the separate D1 test. Under certain conditions a driver without D1 may drive the 12/14 seat minibuses. Please refer to the office for more information.

If the driver has **any penalty points** these will be referred to the insurer for approval to drive.

Drivers must provide a copy of their driving licence and a DVLA sharing code on an annual basis, if there are any changes to the licence, or as requested. It is each driver's responsibility to **inform ACTS of any change in his/her licence** that might affect his/her permission to drive a vehicle, e.g. penalty points, changes in medical conditions/treatment, etc.

ACTS reserves the right to remove a person from the register of drivers.

3 BOOKINGS AND FEES FOR HIRE OF A MINIBUS

Bookings are subject to vehicle availability and may be made over the telephone, by email, in person or in writing. 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 Manager.

Booking Information

Have ready the details of: -

- your preferred vehicle
- when you need it - date and times
- your destination
- who will be driving

If you have any specific needs explain this when booking, (e.g. wheelchairs, travelling on tracks off the road, lots of luggage) so the most appropriate vehicle can be selected.

BOOKINGS MAY ONLY BE MADE FOR THE STATED PURPOSES OF THE GROUP.

CANCELLATION CHARGES

Provisional – if another group wants the vehicle you must confirm or cancel. Provisional bookings must be confirmed 7 working days before the hire, after which they are treated as confirmed. You must state if you are making a provisional booking otherwise it will be treated as confirmed.

Confirmed

Cancelled with over 24 hours notice – 50% of hire fee

Cancelled with less than 24 hrs notice – full fee applies

Charges

- 5 hour minimum charge with an hourly charge thereafter.
- Special rate applies to overnight/24 hour hire.
- Fuel is charged based on the distance travelled. The cost per mile is reviewed monthly based on the prevailing fuel prices. As an example if the average cost of diesel during the month is £1.27 per litre, the charge per mile will be 27p.
- If using a volunteer driver there is an admin charge - a reduced rate applies if the group caters for elderly/disabled passengers
- Volunteer driver expenses if applicable

Familiarisation of Vehicles

A driver will receive a familiarisation on one or more minibuses at their MiDAS driving assessment. If any driver requires any further training on, or information about, a vehicle, please contact the office.

Vehicle Layouts

Pictorial layouts of each bus showing where to secure any wheelchairs and how many other passengers may travel with 1 or 2 wheelchairs are available on request for each bus and in the information folder of each bus.

Collection/return times

If setting off early in the morning or returning late at night consult with the office about key/vehicle collection arrangements. For early hires and late returns you may be able to collect/return the bus/key the night before or following morning but **only by prior arrangement with the office.**

Cancellation & Charges

If you are cancelling a booking you should contact the office as soon as possible – another group may need the bus. Phone the office and leave a message giving details of the cancellation – we need to record this information in the diary.

Hires cancelled with over 24 hours notice will be charged 50% of the anticipated hire fee. Cancellations of less than 24 hours will be charged at the full hire fee stated at the time of booking.

Account Payments

All accounts must be paid promptly. Invoices are sent out at the end of each calendar month, and must be **paid within 30 days**. ACTS reserves the right to refuse bookings to any group whose account is overdue. Non-payment of invoices will result in loss of membership.

4 CONDITIONS OF USE OF A VEHICLE HIRED FROM ACTS

Legitimate Purpose

Vehicles may only be used for the specified purposes of the group as set out in their constitution and as agreed with ACTS.

Use On Non Public Roads

Any planned use of a vehicle on non-public roads (including parking areas) must be agreed with ACTS prior to the hire. This is to avoid potential damage to vehicles on uneven roads.

Key Collection

It is the user's responsibility to pick up the keys for a hired vehicle from a location that is arranged with the office staff. The keys must be returned to this location as soon as possible after the hire. Take ID (e.g. driving licence) when collecting the key if a Moffat vehicle. You must sign the key in and out on the sheet provided.

Most keys are now stored in key safes – **never share the code.**

Before each hire the driver should ensure that s/he allows at least 10 minutes before departure time to check over the vehicle.

Only use the bus allocated – the registration number will be provided at time of booking.

REMEMBER TAKING A BUS WITHOUT PERMISSION INVALIDATES INSURANCE COVER AND CAUSES PROBLEMS FOR OTHER GROUPS

Completion of the log sheet is mandatory

Failure to do so could result in future hires being refused. When checking the items on the checklist it is also strongly recommended that lights, horn, battery, wipers and washers are tested and that all windows are clean. The fire extinguishers and first aid kit should also be noted as being present. If you are in any doubt about the safety of the vehicle do not take it out.

Refuelling The Vehicle

The cost of fuel will be invoiced to the user along with the hire at the end of the month. If the fuel gauge is showing less than half full, the driver should refuel the vehicle using the fuel card supplied in the information folder; the receipt should be stored in the pocket with the fuel card for collection.

Damage Discovered on collection of the vehicle

Any damage from the previous hire, along with any other defects, should be listed in the comment column, and reported to the office staff IMMEDIATELY by phoning 01576 203053. This must be done before using the vehicle otherwise the group will be held liable for any damage reported at the end of the hire. In the event that the damage would make it inadvisable to use the vehicle, call the office or, outside of office hours, the emergency mobile (079 500 51239).

Passengers with disability

Use of the lift / ramp and transportation of wheelchair passengers may only be undertaken by drivers who have completed Accessible MiDAS training. Those groups using wheelchair access must ensure safe and clean storage of the minibus seats. Seats must be securely refitted after hire.

Do not interfere with the lift or hoist unless required for passengers. Each driver is responsible for ensuring that the equipment is not tampered with.

If there is a problem with the lift please consult the office – always check before setting out if you know you will need to use it.

It is the group's responsibility to assess each passenger's ability to use the steps or passenger lift when boarding or alighting from a minibus. Similarly, it is the group's responsibility (where applicable) to assess each passenger's ability to transfer safely from a wheelchair to a seat in a minibus, and from such a seat to a wheelchair.

Cleaning of Vehicle

Although vehicles will be cleaned regularly by ACTS, users are expected to ensure that the bus is returned in a clean and tidy condition. For this reason **no smoking, alcohol, chewing gum or carry out meals are allowed on the vehicles.** A dustpan and brush is provided and should be used to remove all rubbish. Please contact the office and indicate in the comment column of the log sheet if the bus is untidy from the previous hire. Groups will be charged a cleaning fee of £10 if the vehicle is returned dirty. The cleanliness of the vehicles will be strictly monitored and repeated return in an untidy condition will result in registration being withdrawn.

5 BREAKDOWN, ACCIDENT AND SAFETY

Breakdown

ACTS vehicles have full breakdown cover. In the event of breakdown use the details in the information booklet in the vehicle. On return, the office should be contacted as soon as possible about any breakdown problems, especially when there is a potentially serious fault that might compromise safety.

ACTS is not responsible for any garage costs incurred by users who do not use the above procedure.

Accident

Normal procedure, as with any traffic accident, should be followed. **The user involved in any accident should not admit any claim (see further details in the information folder)** and any details should be referred to the office at the ACTS address. If you cause damage to any person or vehicle, or if there is any dispute about this, you must contact ACTS immediately – either leave a message on the answer phone or in an urgent situation, call the emergency mobile number. It is vital that ACTS is informed of any potential claims against it BEFORE contact from the other party.

A full check should be made of the vehicle before any journey is continued after an accident. If in any doubt then the breakdown service should be used for the return of the vehicle. Any damage should be recorded on the log sheet in addition to phoning the information through to the office.

Accidental Damage to Vehicle during hire

In the event of any own driver accidental damage for which the user group is responsible, that group will be liable for payment of any damage up to a maximum of £250.00. This does not apply if using an ACTS volunteer driver.

Safety and Driver Responsibilities

All drivers should make themselves conversant with the law about driving minibuses. This includes all the information contained in APPENDIX 1 concerned with driving law and seatbelts. Any change in these laws should also be adhered to.

Drivers are reminded not to exceed the maximum passengers that can be carried, all of whom should be seated and using seatbelts. Any parking tickets, speeding fines or similar convictions are the personal responsibility of the drivers.

Security

It is the **driver's** responsibility for security and the contents of the vehicle. While unattended the vehicle should be locked at all times.

Escorts

Drivers should ensure that there is an escort for passengers under 16 other than the driver so that attention is not distracted from the driving of the vehicle.

Mobile Phones

Drivers must not use mobile phones whilst driving.

Assistance Dogs

Only assistance dogs are permitted to travel on ACTS vehicles.

Reversing Alarm

You should not use the reverse alarm and/or horn in built-up areas after 11.30 pm or before 7.00 am.

Lost Property

Lost property can be retrieved from the office at 72-74 High Street, Lockerbie. Lost property will be stored for one month only, after which it will be disposed of; perishable goods will only be stored for 48 hours.

6 RIGHTS AND LIABILITY

While ACTS will make all reasonable efforts to ensure that a vehicle is available for all bookings it will not accept liability for any loss caused through unavailability for whatever reason. ACTS will not accept any liability for loss or injury caused by actions of the user and/or driver.

For operational reasons ACTS may need to change the vehicle allocated. ACTS reserves the right to cancel any bookings at short notice for reasons of safety or any factor beyond its control.

ACTS reserves the right to refuse to hire the bus out to any group, organisation or individual.

Annandale Community Transport Services
72-74 High Street
Lockerbie
DG11 2AA

Tel. No. 01576 203053
admin@actsbus.org.uk
www.actsbus.org.uk

INFORMATION FOR MINIBUS DRIVERS

1. You are responsible for the state of the vehicle at all times. This includes tyres, steering, brakes, headlights, etc., and the fire extinguisher and first aid kit.
IF IN DOUBT, DON'T GO OUT.
2. It is illegal to drive whilst under the influence of drugs. Drinking any amount of alcohol will impair your driving ability and may lead to a breach of the law. It is illegal to smoke whilst driving or when there are passengers in the vehicle. Smoking is not allowed in any ACTS vehicle.
3. You must obey the instructions of a uniformed police officer if stopped, and give your name and address, that of the vehicle owner, your date of birth and the vehicle registration number, if requested. You may be asked to produce your driving licence, the insurance certificate, and the latest MOT test certificate at a police station. This must be done within 7 days.
4. If involved in an accident, you must stop and exchange details with other parties. If this can't be done immediately, you must report it to a police station as soon as possible within 24 hours. If someone is injured, this must be reported. **DO NOT admit liability for the accident.**
5. When driving with passengers:
 - All doors must be unlocked
 - You must be able to see through all windows
 - All gangways must be kept clear
 - You must switch the engine off when refuelling
 - You must behave in a civil manner
 - You must not talk to anyone else
 - You must not allow alcohol, carry out meals or smoking on the bus
6. Where no traffic signs set a speed limit, speed limits are as follows:
Street lights closer than 200 yards – **30 mph**
Other single carriageways – **50 mph**
Dual carriageways – **60 mph**
Motorways – **70 mph**
7. The law states that if there is a belt fitted, it must be used. It further states that it is the responsibility of the driver to ensure that all available belts are properly used when carrying children under 14. Drivers must comply with current legislation in force from time to time with regard to the use of seat belts.
It is the policy of ACTS that drivers should not carry passengers who refuse to wear a seat belt. This is because an unbelted passenger would cause damage to other passengers in the event of an accident. If a passenger has a medical exemption from wearing a seatbelt this can be problematic. It is suggested that as a last resort (i.e. if the passenger cannot travel at all with a seatbelt on) the passenger may travel in the front passenger seat where the risk of damage to others is minimised.
8. Speed limiters have been fitted to all the minibuses. You will need to adjust your driving on dual carriageways and motorways. The **MAXIMUM** speed at which these buses can travel is limited to 100kph (62 mph) at all times and it is illegal for them to use the third lane of a **dual carriageway or motorway**.
Drivers will therefore need to assess overtaking opportunities very carefully before undertaking them as overtaking will take longer to complete than at present. When going on long motorway journeys you will need to allow more time to reach your destination (AT LEAST an extra 10 - 15 minutes for every 70 miles of motorway driving). Please remember once you reach 62 mph there is no more power available so drivers **CANNOT** accelerate out of a difficult situation. Drivers will need to read road and traffic conditions carefully at all times and err on the side of caution when in doubt.
10. At night you should always park on the nearside of the road, at least 10 metres away from the nearest road junction, and with the sidelights left on.

APPENDIX 1

11. It is illegal to use a blue badge for purposes other than assisting severely disabled people.
12. If you are likely to drive more than 4 hours a day, you may have to comply with the Domestic Drivers' Hours Regulations. Ask at your Local Traffic Area Office.
13. You must put your lights on in poor visibility. You can only use hazard flashers when the minibus is stationary.
14. No more than one passenger to each seat.
15. If you do not have the permission of the Permit Holder (Annandale Community Transport Services) to be driving the minibus, then you will be committing an offence, because the insurance will no longer be valid.

MINIBUSES

There are 4 minibuses in the ACTS fleet.

2 minibuses are fitted with a passenger-lift and have removable seats to accommodate the carriage of passengers in wheelchairs.

The seating capacities for our fleet are:

REG NO	NUMBER PASSENGERS EXCLUDING DRIVER <small>(with no passengers in wheelchairs)</small>	MAX NUMBER OF PASSENGERS TRAVELLING IN WHEELCHAIRS <small>(+ maximum number seated passengers)</small>
(ELW) HX64 DHY Lockerbie	16	0
HX64 DNY Lockerbie	16	0
PY66 EDU Moffat – lift access	16	1 (12), 2 (10)
PX18 YOK Annan – lift access	16	1 (12), 2 (10)

N.B. The maximum number of seats is reduced when carrying passengers in wheelchairs.

Each minibus is equipped with:

2 sets restraints for passengers and wheelchairs	Dustpan/brush and long handled broom
First aid kit.	Two fire extinguishers.
1 wheelchair headrest	Seatbelt extension
Safety hammer	Ice scraper
Roll of bin liners	Warning triangle
Road map	Hi visibility jacket
Blue roll	Gloves
Torch	Window cleaner & cloth