

Kennet District Scout Council - Minibus Policy

1. Introduction

1.1 This document sets out the procedures, terms and conditions for hiring the minibus operated by Kennet District Scout Council (“we/us”). Our minibus is available for use by other Scouts groups which hold a valid Section 19 Permit.

2. 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, Tax Info, Insurance certificate and Breakdown procedure)

3. Making a Booking

3.1 Bookings for vehicle hire will only be accepted for Activities and Events that involve Youth organisations including but not restricted to The Scout Association, The Guide Association & Church youth groups etc.

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

3.3 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 full hire charge.

3.4 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. The hirer should inform Kennet District as soon as is practicably possible.

3.5 Proposed driver(s) should be declared at time of booking.

These drivers are required to complete a Driver Registration form.

These drivers will be asked to provide DVLA License check details

(<https://www.gov.uk/view-driving-licence>) within 21 days of hire date to validate license.

This check will be performed by a Kennet District Scout Council nominated person.

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4. Hire Charges

4.1 The following hire charges apply to the vehicle and will be invoiced at the end of the month.

Hire Period	District Cost	External cost
Evening (6pm – 11pm)	£20	£25
Day (7am – 10pm)	£45	£60
Weekend (Fri eve – Sun)	£90	£120
Week (7 days)	£250	£300

Note. Use of Tow Bar will be charged at 25% of your hire charge.

5. General Terms & Conditions

5.1 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.

5.2 Smoking in the minibus is strictly forbidden by law.

5.3 Drivers must inspect the vehicle before and after use, and note down any damage or fault on the log sheet.

5.4 The minibus must be returned in a clean and tidy condition. We reserve the right to impose a £75 valeting charge should the minibus be returned in an unacceptable condition.

5.5 The minibus must not be used for the carriage of goods (other than passenger luggage).

5.6 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.

5.7 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.

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

5.9 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.

5.10 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.

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5.11 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 the responsibility of the hirer.

5.12 The minibus is fitted with a speed limiter which prevents the vehicle exceeding 65mph. 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.

5.13 If the minibus is not returned with a full tank of fuel the hirer will be liable for the cost to fill the vehicle and also a £30 refilling fee. Hirers should keep their refuelling receipt as proof of refilling the tank and this may be sought as evidence that the tank was refilled prior to return

5.14 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

6. Register of Drivers

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

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

6.3 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.

6.4 Drivers must complete and sign the Driver Registration form. Any motoring convictions in the last 5 years, including fixed penalties or disqualifications must be declared on the Driver Registration Form. All accidents in the past 5 years, including at fault of non-fault must also be declared. You must also declare if you have any prosecutions pending.

6.5 Drivers will be required to submit a DVLA Licence check code for independent checking within 21 days of hire. We reserve the right to refuse any driver we believe may be unsuitable.

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6.6 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.

6.7 It is the driver's responsibility to ensure that they have a sufficiently qualified driver that is able to drive the minibus in an emergency.

6.8 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.

6.9 We may, at our discretion, accept a driver who has current endorsements on his/her licence or has a prior accident record whether fault or nonfault. The Hirer is responsible for any additional premiums to include such drivers on the minibus policy. Should a claim arise during the hire period, any additional excess that may be charged by the insurers will be payable by the hirer. We reserve the right to remove a person from the Register of Drivers if he/she is involved in an own-fault accident.

7. Vehicle Familiarisation

7.1 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.

8. Accident/Breakdown

8.1 The minibus is covered for accidents and breakdown through the AA and covered by the vehicle insurance policy. The Minibus Information Card contains general details about what to do in the event of a breakdown or accident. This cover includes Homestart, breakdown and relay of vehicle and passengers to a single place in the UK.

8.2 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.

8.3 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.

8.4 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.

9. Use of tow bar

9.1 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. Use of the tow bar is currently restricted to pre-approved members of Kennet District only. Anyone wishing to be granted permission to tow should make this known as soon as possible, and make a brief submission to be considered by the District Executive committee, whose decision is final.

9.2 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 4600kg and the GTW of 5350kg. Therefore the Gross Trailer Weight must not exceed 2000kg.

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

9.4 Trailer safety leashes must be used on braked trailers, and in addition to the usual pre-journey vehicle checks in 5.3, trailer lights must always be checked for satisfactory operation after coupling the trailer.

9.5 An additional 25% cost will be added to each booking requiring use of the tow bar.

9.6 In the event of breakdown recovery needed, this will not cover any items being towed. The hirer will need to make alternative arrangements for this eventuality.

Minibus Co-ordinator Contact Details:

E-mail: minibus@kennetdistrict.org.uk



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I hereby agree to the terms and conditions set out in this document and will be responsible for all drivers within(Group)

..... (Print)

..... (Sign)

..... (Date)

Please email the signed Policy to: minibus@kennetdistrict.org.uk

Data protection

Kennet District will only hold and process this data for its legitimate interests and / or compliance with its legal requirements. Data may be stored in electronic format and may be passed to other persons within Scouting. Data may be retained for archive purposes. Personal data will be securely destroyed within 12 months of the end of the calendar year following the booking, unless an investigation of an incident or insurance claim is still ongoing, when it will be retained for 12 months from the conclusion of such. Data will not be shared for marketing purposes.