1. **Introduction**

1.1 This document sets out the procedures, terms and conditions for using the minibus operated by Market Weighton Scout Group (“we/us”). Our minibus is available for use by other Scouts & Guides groups and non-profit making groups which hold a valid Section 19 Permit.

1. **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, scraper and squeegee
* Warning triangle
* Spare bulbs
* Tow Rope
* Dust pan & brush
* Torch
* High visibility waistcoats
* Mileage logbook (beige), Maintenance logbook (blue), Drivers Pack
* Map Book
1. **Making a Booking**

3.1 Bookings for the Minibus are only accepted from Non-Profit Groups, Private Groups & Charity Organisations that hold a valid Section 19 Permit which must be displayed by law in the vehicle during the hire.

3.2 All bookings are subject to a bond of £150 payable in advance with booking deposit. This amount is equal to our insurance excess and will be withheld in the event of a claim. The bond will be returned to you upon a satisfactory inspection of the minibus.

3.3 Your booking cannot be confirmed until the bond & deposit (25% of total usage charge) OR Bond & full usage charge, has been paid.

Once received a Booking Confirmation / Receipt will be sent & Booking added to the online calendar.

3.4 The balance is to be paid no later than 3 weeks prior to booking by cash, cheque or BACS (an email to confirm this is required).

Cheques payable to Market Weighton Scout Group, and posted to

John Speak MW Scouts 10 Cliffe Road, Market Weighton, York, YO43 3BN

BACS - Barclays / Market Weighton Scout Group / 20-43-47 / 20609889,

please send email to confirm payment by BACS

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

3.6 Should a group fail to turn up for a booked usage, or give less than 4 days notice of cancellation, we reserve the right to retain the full usage charge (the £150 bond will be returned)

3.7 Should a group cancel a booking with less than 2 weeks days notice, we reserve the right to retain the 25% of the usage charge (the remaining 75% balance & £150 bond will be returned)

3.8 Keeping a vehicle longer than the pre-booked return time will render the user liable to a surcharge of £10 per hour, unless the delay is due to accident, breakdown or similar unforeseen incident.

3.9 The Minibus will be full of fuel on your collection, it must be returned full, the nearest filling station is BP at Shiptonthorpe (approx 1 mile)

3.10 Only fuel from BP or Shell garages maybe used, use of fuel from supermarkets is strictly prohibited, as it results in reduced fuel economy and has been known to cause engine damage to this particular type of vehicle.

1. **General Terms & Conditions**

4.1 All Scout Groups, Districts, Counties & Voluntary Groups 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.

4.2 Smoking in the minibus is strictly forbidden by law.

4.3 Drivers must inspect the vehicle before and after each hire, and note down any damage or fault in the maintenance logbook (blue).

4.4 The minibus must be returned in a clean and tidy condition, with all rubbish removed before the end of the hire. We reserve the right to impose a £75 valeting charge should the minibus be returned in an unacceptable condition.

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

4.6 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.

4.7 Any prosecution of a driver arising from the use of the minibus will be the responsibility of the user and/or driver. We will pass information of our users to the relevant authorities for them to pursue their enquiries.

4.8 The user is responsible for maintaining correct oil and water levels, correct tyre pressures, checking lights are working & the vehicle is road legal, during the period of the hire, and recording a ‘Daily Check’ in the maintenance logbook (blue).

4.9 The user 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.

4.10 Engine damage resulting from the wrong type of fuel being used while on using the minibus will be the responsibility of the user, who will have to pay the full repair costs.

4.11 If any key is lost whilst the minibus is in use, we will endeavour to provide a replacement, but the cost of the replacement will be taken from the user’s deposit.

4.12 The minibus is fitted with a speed limiter which prevents the vehicle exceeding 62mph. 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.

4.13 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 |

4.14 Vehicle Millage Logbook must be completed at the end of each journey.

4.15 The vehicle must be kept locked when not attended by a responsible adult.

1. **Register of Drivers**

5.1 A primary driver must be declared for the use of the bus and the vehicle will only be issued to him or her.

5.2 The primary driver is responsible for ALL aspects of the care, protection and use of the vehicle.  If more than one driver is declared, the primary driver has overall responsibility for the vehicle and its operation but the current driver is responsible for the safety of the vehicle and its passengers.

5.3 Only drivers who have registered with us are permitted to drive the minibus. Anyone who drives without authorization will be driving without insurance. (In the event of an emergency contact the minibus coordinator for authorization of another driver)

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

5.4 Drivers must be between the ages of 21 and 70, must have held their licence for more than 2 years and must have lived in the UK for more than 5 years.

5.5 Drivers who have any motoring convictions or have been involved in an accident as the driver in the last 5 years will need to be added to our insurance policy as named drivers, the admin charge and any additional premium cost will be passed on to the group using the minibus.

5.6 All Drivers must complete and sign the Driver Registration form. A photocopy of the driver's driving licence must be attached to the form, together with the Check Code obtained from the [DVLA](http://www.gov.uk/view-driving-licence). We reserve the right to refuse any driver we believe may be unsuitable.

5.7 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.

5.8 It is recommended that drivers undertake [MiDAS training](http://www.ctauk.org/training/midas.aspx). MiDAS is the UK national standard for the assessment and training of minibus drivers.

5.9 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.

5.10 We may, at our 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 user, should a claim arise. We reserve the right to remove a person from the Register of Drivers if he/she is involved in an own-fault accident.

5.11 Drivers must not drive whilst under the influence of drugs or alcohol.

5.12 Drivers must not indulge in dangerous driving, or abuse the vehicle.

1. **Vehicle Familiarisation**

6.1 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.

1. **Accident/Breakdown**

7.1 The minibus is covered for accidents and breakdown through DNA Insurance Services underwritten by Equity Red Star. In the event of a breakdown or accident, contact the Insurance Company 0800 288 9477 / Breakdown Company - RAC 0800 587 8872 Policy Number 5008745 & our minibus coordinator John Speak 07745524565 or Peter Kirby 07875135392.

7.2 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.

7.3 Any accident or damage to the vehicle must be notified to us as soon as possible. The user will be liable for any insurance excess payable.

7.4 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.

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

1. **Use of Towbar**

8.1 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.

8.2 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 4100kg and the GTW of 5500kg. Therefore the Gross Trailer Weight must not exceed 1400kg.

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

8.4 Trailer safety leashes must be used on braked trailers, and in addition to the usual pre-journey vehicle checks in 4.3, trailer lights must always be checked for satisfactory operation after coupling the trailer.

8.5 The tow bar should not be used without the prior consent of the minibus coordinator’s

1. **Off road Use**

9.1 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 user’s responsibility

**Minibus Co-ordinator Contact Details:**

Primary John Speak 07745524565

Secondary David Hartley 07470 862583 Mark Shipley 07791 836719

E-mail: mwscouts@btinternet.com