

Friends of Histon & Impington Community Minibus Usage policy (August 2022)

This policy sets out the procedures, and terms and conditions for using the community minibus operated by Friends of Histon & Impington Community CIO (otherwise referred to as HI Friends in this policy)

Our minibus service is only available to non-profit making community and voluntary groups in Histon and Impington and the surrounding area. **Private individual usage is not permitted.**

The minibus is operated under the Small Bus Permit legislation. **Friends of Histon & Impington Community** is the registered holder of a Small Bus Permit 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 **HI Friends**. An individual or a member of the general public cannot hire the minibus.
- All hires take place in the name of **HI Friends**.
- The minibus cannot be hired for activities (or as part of activities) that are profit making. This means that a private residential home, a private nursing home or a private nursery cannot hire the minibus but a Home residents group can.
- Whilst on hire, the minibus can only be driven by someone who is on the HI Friends Register of Drivers.

In some circumstances, organisations holding their own Small Bus Permit will be able to hire the minibus using their permit.

Subject to availability, the minibus may be used by a group member.

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

MINIBUS

The minibus is fitted with removable seats to provide for additional space. These can only be removed and replaced by a person authorised by HI Friends.

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 15.

The minibus is equipped with:

A first aid kit, fire extinguisher, de-icer and scraper, warning triangle, torch, high visibility waistcoat and HI Friend's driver's information Pack

TERMS & CONDITIONS OF COMMUNITY MINIBUS USAGE

1. Bookings for vehicle hires are only accepted from members of HI Friends. It is the responsibility of the member, not HI Friends, to ensure that bookings made in the name of the member are made by authorised personnel. A member is responsible for the payment of any hire, accepted in good faith by HI Friends, booked in its name.
2. All accounts must be paid promptly and must be paid within 30 days. HI Friends reserves the right to refuse bookings to any group whose account is overdue. Non-payment of invoices will result in loss of membership.
3. The invoice for any particular hire will be the responsibility of the hirer.
4. Drivers and passengers are not allowed to smoke in the minibus.
5. 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 surcharge being added to the hirer's invoice.
6. Anyone driving the HI Friends Community Minibus must be on the HI Friends Register of Drivers.
7. HI Friends reserves the right to ban a driver from the HI Friends Minibus should that person allow another person who has not been through the relevant HI Friends vehicle familiarisation and driver registration process to drive the Community Minibus. In such circumstances, the driver(s) may be liable to prosecution.
8. HI Friends reserves the right to ban a driver from driving the Community Minibus if there are reasonable grounds for believing that person knowingly failed to report any damage to, or accident involving the Community Minibus whilst it was in their care (i.e. during a hire).
9. HI Friends reserves 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 HI Friends.
10. In the event of cancellation or change to a booking by HI Friends, no liability can be accepted for any loss, financial or otherwise, arising from our failure to provide a vehicle and HI Friends cannot be held responsible for breach of contract in such circumstances.
11. You should 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, HI Friends cannot be held responsible for any failure to inform you about any emergency or other problem associated with the hire: e.g. a breakdown on the way to the first pick-up.
12. Any fines during self-drive hires resulting from illegal parking will be passed on to, and are the responsibility of, the hirer. HI Friends reserves the right to make payment and then recover the amount from the hirer. The hirer is responsible for any charges (tolls, Congestion charge etc) arising through the use of the vehicle.
13. Any prosecution of a driver arising from the use of the HI Friends minibus will be the responsibility of the hirer and/or driver. This includes any charges against a driver arising from vehicle defects.
14. Drivers must not drive whilst under the influence of drugs or alcohol.
15. Drivers must not indulge in dangerous driving or abuse the vehicle.

16. Drivers must inspect the vehicle before and after each hire and note down any damage or fault on the log sheet.
17. The hirer is responsible for maintaining correct oil and water levels and correct tyre pressures during the period of the hire.
18. 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.
19. 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, HI Friends reserves the right to take any appropriate action to recover the vehicle.
20. reserves 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. HI Friends reserves the right to refuse hirer requests from groups who are persistently late in returning vehicles.
21. Receipts for fuel, oil or minor repairs incurred during the hire must be returned to the HI Friends Charity Manager, together with the log sheet and vehicle keys. Failure to do so will result in these costs NOT being deducted from the invoice.
22. Any accident or damage to the vehicle must be notified to HI Friends as soon as possible. The cost of any damage not covered by the insurance will be recoverable from the hirer.
23. 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.
24. 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

(*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.)

25. 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.
26. Remember that young children are required to use appropriate seating. HI Friends does not provide baby carriers, child seats or booster cushions. Please see later section for specific guidance.
27. The HI Friends Community Minibus is driven under the insurance arranged by HI Friends.
28. The hirer may be liable for any damage or repair costs to the HI Friends Minibus during the use by the Member Group. Any claim made will be at the discretion of the Trustees of Friends of Histon & Impington Community.

29. HI Friends reserves the right to amend the Minibus Usage policy at any time and to request that members sign to indicate their acceptance of the new policy.

30. It is the responsibility of all hirers that are using the community minibus to provide services for children (under 18 years) and vulnerable people to ensure that appropriate safeguards are in place. This specifically relates to hirers ensuring that their drivers have a current clear DBS check when necessary.

INSURANCE

The HI Friends Community Minibus is driven under insurance arranged by HI Friends.

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

HI Friends 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 own-fault accident in any 12 month period.
- In all such cases, HI Friends shall be the sole arbiter when determining whether an accident is serious or of a minor nature.
- HI Friends 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 commercial goods.
- Should a driver provide false or inaccurate information at the time of registering with HI Friends , and insurance cover is consequently invalidated, HI Friends reserve the right to take legal action against the relevant parties.
- Drivers must notify HI Friends of any changes in the circumstances relating to their driving licence (including changes in health) that occur after they have completed the insurance form.

CHILDREN

The following guidance is to be used when children travel in the minibus

[Child car seats: the law: When a child can travel without a car seat - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

PAYMENT

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 30 days. HI Friends reserves the right to refuse bookings to any group whose account is overdue.

The invoice for any particular usage will be the responsibility of the hirer.

VEHICLE BREAKDOWNS

A Breakdown Organisation covers the HI Friends Minibus. This includes "Home Start" and "Recovery". The 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 HI Friends Minibus Information Card.

OFF-ROAD USE

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