

# Minibus Hire Policy

## Aims & Objectives of the Rama Life Community Minibus

The Rama Life Community Minibus has been purchased using grants from various locations - including the South Petherton Parish Council and South Petherton Enhancement Fund - therefore those within the parish have priority of the use of the bus and at a reduced cost.

In true community spirit and due to funding being obtained for the South Somerset District Council, the bus will be available for hire by surrounding towns and villages and on occasion, from specific groups from further afield. The minibus is here to be used and we want as many people to benefit from it as possible.

The Aims & Objectives are:

1. To provide the residents of South Petherton (and those outside of the village), with community transport, that will enable not-for-profit groups and organisations to travel for recreational purposes.
2. To help combat isolation by transporting people with limited mobility or who cannot access transport otherwise, to attend recreational activities.

*Note re points 2*

*Using the minibus for these purposes may require a section 22 permit. Groups wishing to utilise the minibus for this kind of activity need to get in touch for further information and advice.*

*Please note: Use by sporting or otherwise groups, in order to attend events/activities where passengers may be consuming alcohol, are at the discretion of Rama Life. Hires of this nature will generally not be allowed, but in some, occasional circumstances, may be permitted. If so, a larger deposit will be required and certain stipulations will be applied.*



## Introduction

This policy sets out the procedures, and terms and conditions for hiring the minibus operated by Rama Life CIC (referred to as Rama Life from here on). Our minibus hire service is only available to non-profit making organisations/community/voluntary groups in South Petherton 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 note we cannot guarantee that a member will be able to make all the bookings they would like - bookings are on a first come, first served basis.

## Minibus

The saloon seats are fitted with inertia reel restraint systems. Passengers must use the available restraint systems (seat belts) at all times, unless they hold a medical exemption certificate. Child car seats must be used as per the law.

The maximum seating capacity (Including the driver) is 17.

The minibus is equipped with:

- A first aid kit for **emergency** use only – **hirers are required to provide their own** for general use. If they use the emergency kit, they must report this to Rama Life when the bus is returned. Hirers may be charged for replacing items.
- A fire extinguisher
- Warning triangle
- High visibility waistcoat
- The Rama Life minibus drivers pack

The Rama Life minibus drivers pack contains a copy of:

- Rama Life minibus information Card (details of the minibus and location of main controls)
- Rama Life minibus hire policy
- Vehicle Manual
- Details of breakdown procedure

## Terms & Conditions of vehicle hire:

### General

1. Nobody is allowed to smoke in the Minibus - including the driver.
2. The minibus must be returned in a clean & tidy condition. There should be no consumption of food or drink (except for water) on board during the hire. All rubbish must be removed from the vehicle before the end of hire. Failure to do so will result in a £30.00 charge.



3. Rama Life reserves the right to ban a driver & organisation from driving or hiring the minibus for any reason. Including allowing another person, who is not named on the current hire agreement, to drive the Rama Life minibus. In such circumstances, the driver(s) may be liable to prosecution.
4. Rama Life reserves the right to ban a driver from driving the minibus if there are reasonable grounds for believing that person knowingly failed to report any damage to, or accident involving, the 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, Rama Life cannot refund the payment taken for the hire.
6. Should a group persistently cancel their bookings, Rama Life reserves the right to refuse future hire.
7. Rama Life 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 and Objectives of the Rama Life Community Minibus" or the section 19 permit or if it will breach any points detailed in this hire policy.
8. In the event of cancellation or change to a booking, no liability can be accepted for any loss, financial or otherwise, arising from our failure to provide a vehicle, and Rama Life 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 staffed 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, Rama Life 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.
12. Rama Life reserves the right to make payment of any fines that occur and then recover the amount from the hirer. The hirer is responsible for any charges (tolls etc) arising through the use of the vehicle.
13. Any prosecution of a driver arising from the use of 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 or when excessively tired.
15. Drivers must not indulge in dangerous driving or abuse the vehicle.



16. Rama Life will inform hirers of any pre-existing vehicle damage prior to the hire. Drivers must arrive to collect the vehicle in good time, in order to inspect the vehicle and inform Rama Life of any damage or fault that has not been already highlighted BEFORE they begin their journey. They must also do this after the hire and inform Rama Life of any fault or damage.
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 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 (or cause it to miss an inspection or deep clean), 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, Rama Life reserves the right to take any appropriate action to recover the vehicle. Rama Life reserves the right to levy an additional surcharge of £25 per hour (or part thereof) in the event of an unauthorised late return of a vehicle. Rama Life reserves the right to refuse hirer requests from groups who are persistently late in returning vehicles.
20. The minibus fuel tank will be provided full when collecting the bus. It must be returned full for the next hirer.
21. Fuel must be purchased from reputable garages.
22. Any accident or damage to the vehicle must be notified to Rama Life 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 Rama Life Minibus Manager.
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 (unless stated otherwise)
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) The Rama Life minibus doesn't have a tow bar	60



25. \*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. 2
26. Drivers should note that the minibus has a speed limiter fitted that will prevent the vehicle exceeding 54mph. This is very important to bear in mind, particularly when overtaking. The speed limiter is a legal requirement.

### Small Minibus Permit Scheme

27. The minibus can only be operated by authorised officials of organisations holding a valid section 19 permit. Each hirer will be responsible for obtaining a section 19 permit for their organisation/group.

### Register of Drivers

28. Anyone driving the Rama Life Minibus must be on the Rama Life Minibus register of Drivers.

In addition, a driver must:

- Complete and sign the Minibus Driver Registration Form: a photo of the driver's driving licence will be attached to this form, together with the 'check code' obtained from the DVLA or national insurance number.
- 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.
- Have experience of minibus or large vehicle driving. The responsibility is on the hiring organisation to ensure this.
- Have a CLEAN licence. Due to our insurance policy and available resources, we are not able to accept any driver who has had points on their licence in the past 5 years or has had an accident in the past 5 years or has ever been banned from driving.

**Rama Life reserves the right to refuse any driver that they believe may be unsuitable.**



## Insurance

29. The Rama Life Minibus is driven under insurance arranged by Rama Life.

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

Rama Life 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, Rama Life shall be the sole arbiter when determining whether an accident is serious or of a minor nature.

Rama Life 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 Rama Life, and insurance cover is consequently invalidated, Rama Life reserves the right to take legal action against the relevant parties.

Drivers must notify 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

30. 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 unless exempt.

No standing shall be allowed whilst the vehicle is in motion. Passengers' movement in small vehicles can be critical in relation to stability.

## Making a Booking

31. In general, and subject to availability, the minibus can be booked for any period up to seven days. Bookings for longer periods may be accepted at the discretion of Rama Life.
32. Should you wish to renew a block of regular bookings, please do so via email: 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.
33. Bookings for vehicle hires are only accepted from organisations that hold a valid Section 19 Permit. It is the responsibility of the organisation, not Rama Life, 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 Rama Life, booked in its name.



34. Payment for hire is in advance and invoices must be paid by the time they are due, or risk cancellation of the hire.
35. The invoice for any particular hire will be the responsibility of the hirer.
36. Bookings are subject to vehicle availability. We operate a paperless registration and booking system. This system can be adapted to “offline” for those who are not able to access it online.

37. Booking system:

**How do groups hire the bus?**

*Groups will need to do the following:*

- *Obtain a section 19 permit (how to do this depends on your organisation)*
- *Visit the [www.ramalife.co.uk/minibus](http://www.ramalife.co.uk/minibus) where you will find an online form which will enable you to register your group/organisation with Rama Life Transport.*
- *You will be able to download our transport hire policy which you will need to agree to on the form.*
- *When you are ready to make a booking please email us, ensuring you have registered first. We aim to respond to all hire requests within 7 days.*

*Please note: If you need to make a last minute booking this is possible but we do not encourage it. We ask you email in the first instance. If you have no response within 30 minutes you can call Rama Life on 01460 510042.*

38. 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 cleaned by the first hirer, or seats may need to be removed/replaced. If you think you may be unavoidably delayed in returning the vehicle, please telephone the Minibus Manager.
39. 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.
40. The Minibus must be collected and returned from the storage location at the agreed pickup and drop off times.
41. Vehicles must be fuelled prior to return. Charges will be incurred if this requirement is not met.
42. Any Damage that isn't presented in the 'known damage document' must be reported to Rama Life at the time of pickup. Otherwise the hirer will be responsible
43. All personal belongings/equipment left in the minibus at owner's risk. Rama Life's Insurance does not cover such items should a break in occur.





44. Cancellation of bookings under £100 needs to be 2 weeks in advance for a refund (minus a 20% admin charge). Cancellation of bookings over £100 needs to be 4 weeks in advance for a refund (minus a 20% admin charge).

#### Use of tow bar

45. The Rama Life Minibus does not have a tow bar. However, should a replacement vehicle be in use, then no tow bar should be used without the prior consent of Rama Life.

#### Vehicle breakdowns

46. A Breakdown Organisation covers the Rama life Minibus. More information is provided on the Minibus Information Card. Before calling the breakdown organisation - please contact the minibus manager on the mobile number given as they may be able to assist without a callout.

#### Off-road use

47. The Rama Life minibus should not be driven “off-road” unless agreed prior to collection. If a driver causes loss or damage to the Rama Life Minibus by going “off-road”, the cost of any necessary repairs will become the hirers responsibility.

#### Hirer charges

48. Please see separate tariff details

#### Policy Changes

49. Rama Life Transport reserves the right to update this Hire Policy and to notify its members with the changes at any point.

