**STURRY PARISH COUNCIL (SPC) MINIBUS**

In hiring the Minibus, hirers agree to abide by the following conditions of hire. Each booking of the vehicle is a separate contract and therefore nothing constitutes an agreement in perpetuity either for SCP to provide a bus or for an organisation to hire it.

**CONDITIONS OF HIRE**

**GENERAL**

1. The community bus operates under a Small Bus Permit, allowing exemption from certain of the PSV

requirements but restricting its use to certain groups and carries legal responsibilities for the operators and

individual drivers. The insurers set strict conditions which must be complied with or the insurance cover is

rendered invalid. SPC Terms and Conditions of Hire are laid down to conform to all the above requirements.

2. The Minibus is available for hire by;

a) any group affiliated to SPC,

b) any organization holding their own Small Bus Permit, or

c) any other non-profit making organization concerned with education, religion, social welfare, recreation

or other activities of benefit to the community.

d) any Sturry Parish resident, agreed by the clerk.

3. Hirers may charge their passengers a sum sufficient to cover the costs of hiring the bus and any associated expenses.

4. Hiring is subject to availability but priority may be given to SPC affiliated groups (in certain circumstances) while a booking is at the provisional stage. However, once a confirmed booking is accepted this will stand. Should a confirmed booking be later cancelled by the hirer and this has resulted in a loss of earnings from other potential hires SPC reserve the right to charge a £5 cancellation fee.

5. Hire will normally be for a determined period, e.g. Morning, Afternoon, and Evening or all day, the clerk will have the last say on whether it is a half or full day hire, that you are booking for.

Education, organisations and associations will be charged a flat £25 within a 10 mile radius. For distances of more than a 10 mile radius, and for other users a £100 cash deposit, (which will be returned when the minibus has been returned and checked over by the clerk or someone directed by her), half day hire will be £25 a full day £40, overnight day rate £65 users will be responsible for replacing the fuel they used before returning the vehicle back to base, Hersden. The bus cannot be used for journeys outside the UK.

6. While making all reasonable efforts to ensure provision of the Community minibus in accordance with the booking arrangements for the time being in force, **SPC shall be under no liability in the event of**

**non-availability of the bus for reasons beyond their control**. Also, although every effort is made to

ensure that the vehicle is in good working order and properly maintained, **SPC cannot be held**

**responsible for any inconvenience or financial loss incurred as the result of mechanical**

**breakdown of the bus during the hire period**. It is recommended that hirers should have a “fall back”

plan in case of unforeseen problems and that their driver should allow plenty of time to do the necessary

checks before taking the vehicle out. (The minibus is covered by a breakdown and recovery service.)

**INSURANCE AND DRIVER REQUIREMENTS**

7. The bus carries full comprehensive insurance, subject to all terms being complied with. However, in the

event of an accident or other incident involving own vehicle damage which cannot be claimed from a third

party, the hirer will be required to contribute £150 towards the SPC insurance excess of £150. The hirer

may also be responsible for damage done to the vehicle by any passenger and in respect of any loss arising therefrom.

8. Hirers are expected to provide their own drivers but may use SPC drivers if available. Each prospective

hirer must specify the drivers to be approved and registered as affiliated SPC drivers. They must be aged

over 25 and less than 70 years of age and have held a full UK standard driving licence for at least 2 years, with D1 on their licence or have a current minibus driver certificate.

9. Each nominated driver will be asked to show his/her driving licence to the appointed member of SPC and must disclose details of any accidents, driving convictions, disqualifications or any physical or mental

condition which might impair their driving ability. Photocopies of such licences will be retained by SPC.

Such disclosures will not necessarily prevent acceptance but clearance to drive will be entirely at the

discretion of SPC.

10. **SPC reserves the right to refuse approval to any driver whose competence to handle the vehicle is in doubt or whose driving record is not acceptable to the insurers**. All drivers must sign a declaration that they conform to the insurance requirements and have read and understood the responsibilities involved in driving a Public Service Vehicle, the Community

Minibus being so defined.

11. Under no circumstances must anyone other than the SPC approved person drive the bus as this would

invalidate the insurance, leaving the hirer responsible for all costs in the event of an accident. In the

exceptional circumstances of the approved driver being incapacitated while the bus is away from Hersden Community Centre a person over 25 and not more than 69 years of age, who has held a full UK licence for 2 years, may drive but only to return the vehicle to Hersden Community Centre. If no suitable person is available the appropriate rescue service should be consulted. (See logbook.)

**DRIVERS’ RESPONSIBILITIES**

12. Drivers are responsible under motoring law for ensuring that the vehicle that they are driving is in a safe and roadworthy condition and conforms in all respects with the requirements of the law. A check list is

provided in the logbook, which each driver must complete. If in any doubt the bus should not be taken onto the road and the SPC Parish Clerk, or other SPC member should be contacted.

13. No more than 14 people of any age over 3 years, including the driver, may be carried at any one time. Seat belts are provided and must be worn by all passengers to conform to legal and insurance requirements.

Please note that we do not, and are not required to, provide child seats or booster cushions.

14. Drivers (or their group) will be responsible for any parking or other fines incurred by them while in charge of the vehicle. They must not partake of alcohol nor take any drug which might impair their ability to drive legally and safely.

15. All doors must be locked whenever the bus is left unattended away from the garage. (Conditions of

insurance.) **Please note that the ignition key is coded for this vehicle so if it is lost a replacement will be very difficult to obtain when away from Hersden Community Centre.**

16. The driver must complete all details on the log sheet and checklist on return of the vehicle. It must be

returned with a clean and tidy interior. (On no account should FEET be allowed on seats.)

17. Any major faults which occur during hiring must be reported to SPC as soon as possible. (See details in log book.) In the event of a breakdown the current rescue service should be called. Procedures to be

followed in the case of accident or other emergency are explained in the logbook and are essential to

minimise the effects of any incident. The vehicle carries a First-Aid kit; articles used should be reported so

that they can be replaced.

**BOOKING ARRANGEMENTS**

18. Bookings should be made with the Parish Clerk, Julie Cronin, tel: 01227710443. Keys must be

collected from Sturry Parish Office or Hersden Neighbourhood Centre and returned at end of hire by posting through the letterbox of Sturry Parish Office, with completed paperwork. Provisional bookings can be made at any time but must be confirmed at least one week before the hire date or if contacted by the Parish Clerk because another enquiry has been made for the same date (see item 4.)

19. Hire charges are on a half or full day basis, unless otherwise arranged, and should be paid within 7 days of hire.

STURRY PARISH COUNCIL RESERVE THE RIGHT TO REFUSE FURTHER HIRE TO ANY HIRER WHO FAILS TO OBSERVE THE ABOVE CONDITIONS.