

SELF-DRIVE HIRE of Ford Transit minibuses owned by SEEDS4SUCCESS & ZEALS YOUTH TRUST (vehicle Regn Nos. [HJ08 YVM](#) & [WR60 FRC](#))

POLICIES & TERMS

Hire manager is Jaki Farrell on 07585 723825 (phone or text)

1. INTRODUCTION

This Policy sets out the procedures, and terms and conditions for self-drive hire of Seeds4Success and Zeals Youth Trust Minibuses (Reg. No. [HJ08 YVM](#) & [WR60 FRC](#)) (*herein after known as 'the minibus' or 'minibus' or 'vehicle' or 'the vehicle'*). *Within this document hirers of the minibus may be referred to as 'the hirer', 'you', 'your group' or similar*).

Whilst our 2 vehicles do have different ownership, Seeds4Success and Zeals Youth Trust work in partnership, sharing policy and procedures relating to driving and vehicle use to benefit the wider communities of South West Wiltshire. The co-ordination of minibus bookings is overseen by the Service Manager at Seeds4Success Jaki Farrell. Both vehicles are Ford Transits with 16 passenger seats. Under normal operational circumstances HJ08 YVM (the vehicle owned by Seeds4Success) will be kept behind the Children's Centre in Tisbury and WR60 FRC (the vehicle owned by Zeals Youth Trust) will be kept at Whitesheet School in Zeals. Both buses are regularly serviced and maintained.

HJ08 YVM is an older vehicle, therefore we would request that any group who is knowingly taking passengers to a sports fixture or any other activity which has the potential for them becoming wet and muddy please request this vehicle when booking.

WR60 FRC in contrast- if you know your group are going in smart dress it may be more appropriate to try and book. This vehicle has higher internal headroom and air conditioning which may be a factor for adult parties.

These vehicles are only available to 'hire' by community organisations or schools who operate on a not for profit basis and not by commercial bodies. All organisations are required to obtain their own Section 19 permit before using these vehicles. If you do not have a Section 19 permit this can be applied for through Wiltshire Council through the following link <http://www.wiltshire.gov.uk/parkingtransportandstreets/vehiclesanddriving/vehicleinspection/section19permits.htm>

Whilst on hire, the minibus can only be driven by someone who has been approved by Seeds4Success /ZYT (i.e. driving licence checked by Seeds4Success/ZYT, insurance form filled in, vehicle familiarisation undertaken and competence to drive the minibus assessed through MIDAS or D1 training in the past 3 years)

It is important to realise that Seeds4Success cannot guarantee that you will be able to make all the bookings you would like as the operational requirements of both Seeds4Success and Zeals Youth Trust will be given priority. Demand for the minibus may also exceed supply.

CHARGES (including FUEL arrangements)

Both Seeds4Success and Zeals Youth Trust have received grants to purchase these vehicles and therefore they are keen to make them accessible to local community groups at an affordable rate.

South West Wiltshire. Organisations based in or operating for the benefit of residents in South West Wiltshire will be offered the vehicles at a subsidised rate. There are 2 different charging options available to such hirers:

- i) £5 for half a day (up to 4 hours) or £10 for a full day (anything over 4 hours) to cover administration and insurance costs plus a further 45p per mile to cover fuel and vehicle maintenance costs. Or
- ii) £20 for half a day (up to 4 hours) or £35 for a full day (anything over 4 hours) to cover administration, insurance and vehicle maintenance but the hirer must then return the vehicle refuelled (amount of fuel - litres and cost – must be recorded on vehicle log sheet)

Outside South West Wiltshire. Community Groups or charitable organisations from outside South West Wiltshire can 'hire' the vehicles, however this will be at the same rate as other local community transport providers charge:

£35 for half a day (up to 4 hours) and £60 for a full day (anything over 4 hours) and the vehicle must be returned fully refuelled.

[Please ensure the amount of fuel (litres and cost) is recorded on the vehicle log sheet.]

Other charges

Late return charge: £ any resultant financial liability.

Insurance excess fees: our insurers require excess whenever claims are made, as follows:

Accidental damage, fire & theft- £500;

Windscreen or glass replacement- £60

Cancellation fee: £ Appropriate to the original booking

Vehicle cleaning fee: Variable depending on cleaning bill

Other charging arrangements are set out in the Terms and Conditions below as appropriate.

Invoices will be issued by Seeds4Success or Zeals Youth Trust respectively and payment made to the appropriate charity.

MAKING A BOOKING

Bookings can be made by calling [Jaki Farrell, Service Manager- Seeds4Success on 07585723824](tel:07585723824) or by emailing jaki@seeds4success.org.uk.

Bookings are subject to vehicle availability and the owners do have regular requirements which are given priority. Requests for regular bookings should be made in writing and should state the date(s) and times when the vehicle is needed.

Please make sure that you book the vehicle for long enough to complete your journey.

2. DRIVERS

To drive a vehicle owned by Seeds4Success or Zeals Youth Trust minibus drivers must:

- (i) Be over the age of 21 but under the age of 70
- (ii) Have held a current valid U.K. driving licence for 2 years or more and have category D1 on your license
- (iii) Have completed a Minibus Driver Awareness Scheme (MIDAS) course or a PCV D1 test within the last 3 years
- (iv) Have either a clean licence or a licence with up to one speeding fine maximum (drivers with other licence endorsements will have to be referred to our insurance company)
- (v) Complete the Insurance and Driver Declaration form and satisfy Seeds4Success and Zeals Youth Trust and their insurers that they are fit and competent to drive the vehicle
- (vi) Drive responsibly and observe the Highway Code and Road Traffic Regulations at all times.

VEHICLE FAMILIARISATION

A driver who meets the necessary criteria referred to above will be permitted to drive the minibus on completion of a vehicle familiarisation session to be undertaken with a suitable member of staff from Seeds4Success or Zeals Youth Trust. It may be possible for a vehicle familiarisation to be carried out immediately before the start of a hire although hirers will need to allow sufficient time to undertake the familiarisation session before starting their hire if this is the arrangement that is made.

Before using the minibus for the first time, a suitable representative from Seeds4Success or Zeals Youth Trust will familiarise approved drivers with the vehicle and its features and will also inform drivers of any known external or internal cosmetic damage to the vehicle. Drivers will need to sign a vehicle inspection form (which will be provided) to confirm that they have received the vehicle in the condition stated by a suitable representative from Seeds4Success or Zeals Youth Trust and that they have been familiarised with the vehicle features.

After drivers have used the vehicle for the first time, the vehicle inspection form will simply be completed by a suitable representative from Seeds4Success or Zeals Youth Trust as the driver will have already been familiarised with the vehicle features. Familiarised drivers will simply need to be aware of any external or internal cosmetic vehicle damage as specified by a suitable representative from Seeds4Success or Zeals Youth Trust on the inspection form, and to ask any questions about if they are uncertain of anything related to this.

INSURANCE

The minibuses are driven under insurance arranged by Seeds4Success for H08 YVM and Zeals Youth Trust for WR60 FRC. To enable the appropriate organisation to provide insurance cover for you, drivers of the vehicle are responsible for providing Seeds4Success or Zeals Youth Trust with information which might influence the acceptance and assessment of this insurance cover.

Should a driver provide false or inaccurate information at the time of filling in Seeds4Success or Zeals Youth Trust insurance form relating to the hire of the vehicle and insurance cover is consequently invalidated, Seeds4Success or Zeals Youth Trust reserves the right to take legal action against the relevant parties.

Drivers must notify Seeds4Success or Zeals Youth Trust of any changes in the circumstances relating to their driving licence (including changes in health) which occur after they have completed the insurance form.

RIGHT TO REFUSE OR PROHIBIT DRIVERS

Seeds4Success or Zeals Youth Trust reserves the right not to permit drivers to drive the minibus if it sees fit to exercise that right for any reasonable reason whatsoever.

Seeds4Success or Zeals Youth Trust also reserves the right to ban a driver from driving the minibus on any reasonable grounds.

3. DRIVER'S RESPONSIBILITIES:

SECURITY OF LUGGAGE AND EMERGENCY ACCESS

The driver(s) is/are responsible for ensuring that any luggage is stowed securely; that luggage does not block gangways and that all passengers have access to a minimum of two emergency exits. The driver(s) is/are also responsible for ensuring doors are left UNLOCKED whilst passengers are being conveyed.

VEHICLE SECURITY

When the vehicle is parked and left unattended, it is the Driver's responsibility to ensure that all doors and windows are closed and locked and that the vehicle is legally parked where it will not inconvenience the public or other road users. The vehicle must also be parked in a secure location after all doors and windows have been closed and locked.

SMOKING

Drivers (and passengers) are not allowed to smoke in the vehicle. Seeds4Success or Zeals Youth Trust reserves the right to refuse loaning the vehicle to Hirers who persistently ignore this regulation and reserves the right to levy a vehicle cleaning charge for clearing up debris caused by smoking.

OFF-ROAD USE

The minibus must not be driven "off-road". If a Driver causes loss or damage to the vehicle by going "off-road", the costs of any necessary repairs will become your responsibility.

BLUE BADGE DISABLED PARKING SCHEME

The vehicle is NOT supplied with a Blue Badge. Any passenger who has a Blue Badge and is carried in the vehicle, must display their own Blue Badge in the vehicle when it is parked. This Badge allows the vehicle to park on restricted areas of public highways when disabled or registered blind people are on board, subject to the conditions of the Blue Badge scheme. Any fines or prosecution arising from illegal use of a Blue Badge will be the responsibility of the Driver concerned.

PICKING UP THE VEHICLE

Arrangements for picking up keys and the vehicle must be made in advance with the vehicle operator as there are regular demands on the vehicle and these need to be managed with a limited number of keys. It may not be possible to collect keys until the time of hire due to operational requirements. If you are hiring on the levy that requires you to replace fuel, the vehicle owner will ensure minibus will be full of fuel when you pick it up.

VEHICLE CHECKLIST

Inside the vehicle folder you will find a Vehicle Daily Check Sheet. Each day prior to using the vehicle, you must check the vehicle's condition by physically checking the items on this

checklist. Any item that would affect the roadworthiness of the vehicle should be noted on the checklist, and reported immediately to the appropriate vehicle owner Seeds4Success for HJ08 YVM or Zeals Youth Trust for WR60 FRC. Other items should simply be noted on the checklist for attention after your hire. If you are not sure whether the vehicle is operational; **DO NOT** drive the vehicle and inform the appropriate vehicle owner Seeds4Success for HJ08 YVM or Zeals Youth Trust for WR60 FRC A.S.A.P.

DRIVER LOGSHEET

Inside the vehicle folder you will also find the Vehicle Log Sheet. Please enter the start and finish mileage, the time that each journey started and finished and where your journey took you.

If you forget to fill in the mileage or timings of a journey or this is filled in incorrectly, we may have to estimate it, and you may end up paying more than you should.

SECTION 19 PERMIT DISC

All drivers are required to display their organisations Section 19 permit in nearside front windscreen for the duration of the time they are 'hiring' the vehicle. If you remove the vehicle owners Section 19 permit for the duration of your 'hire' please ensure this is replaced at the end of your use.

SEATBELTS

All the seats in the vehicle are fitted with seatbelts. Drivers and passengers must use the available seatbelts at all times whilst the vehicle is in motion, unless they hold a valid medical exemption certificate. Drivers are responsible for ensuring that seatbelts are worn at all times.

AT THE END OF A HIRE

- Remove your Section 19 Permit and replace vehicle owners Section 19 Permit

- Leave the daily check sheet and vehicle log in the vehicle file in the bus

- Check all vehicle windows and doors are properly closed and locked.

- Remove any litter from the vehicle and sweep the floor using the dustpan and brush provided if necessary

- Check the vehicle for any lost property.

- Return the vehicle key and completed Vehicle Inspection Sheet to the location agreed with the vehicle owner. If any internal or external damage to the vehicle occurred whilst you were driving it, please note this on the Vehicle Inspection Sheet. Likewise if any vehicle defects occurred whilst you were driving the vehicle please note them on the Inspection Sheet.

RETURNING THE VEHICLE

It is important that hirers return the vehicle on time as it may well be required for another group immediately after your booking. If you think you may be unavoidably delayed in returning the vehicle, please telephone Jaki Farrell on 07585 723825.

Hirers need to be aware that an unauthorised late return of a vehicle will result in any ensuing financial liability being passed on to you. Wilfully keeping a vehicle beyond the booked time can be construed as taking the vehicle without our consent. In such cases, Seeds4Success or Zeals Youth Trust reserve the right to take any appropriate action to recover the vehicle.

Hirers from outside South West Wiltshire or local groups choosing hire charge option ii) (see below) are required to ensure the vehicle is returned with a full tank of fuel and the amount of fuel (in litres and cost) is recorded on the vehicle log sheet at the end of the hire period.

4. TERMS & CONDITIONS RELATING TO SELF-DRIVE HIRE OF HJ08 YVM AND WR60 FRC

- a) Bookings for hires are only accepted from not for profit community groups. It is the responsibility of the group hiring the minibus, not **Seeds4Success** or **Zeals Youth Trust**, to ensure that bookings made in the name of the group are made by authorised personnel. A hiring group is responsible for the payment of any hire, accepted in good faith by not **Seeds4Success** or **Zeals Youth Trust**, booked in its name.
- b) It is the responsibility of the Hirer to ensure that you honour all bookings you make unless you can satisfy **Seeds4Success** and **Zeals Youth Trust** that you have a valid and genuine reason for cancelling a booking. Should a Hirer fail to turn up for a booking or give little or no notice of cancelling their hire, **Seeds4Success** or **Zeals Youth Trust** reserve the right to levy a cancellation fee appropriate to the original booking as cancellations may mean others are prevented from using the vehicle. If a hire is made on behalf of a group, it is the group's responsibility to honour that booking unless there is a genuine and valid reason for not being able to do so.
- c) Should a group persistently cancel their bookings, **Seeds4Success** or **Zeals Youth Trust** reserve the right to levy a cancellation fee appropriate to the booking regardless of the length of notice given for the cancellation.
- d) **Seeds4Success** or **Zeals Youth Trust** reserve the right to reject, cancel or vary any booking at its discretion.
- e) In the event of cancellation or change to a booking by **Seeds4Success** or **Zeals Youth Trust**, no liability can be accepted for any loss, financial or otherwise, arising from our failure to provide the vehicle and **Seeds4Success** and **Zeals Youth Trust** cannot be held responsible for breach of contract in such circumstances.
- f) Hirers of the vehicle must be contactable two hours prior to and also during the period of the hire. If you are not contactable during these times, **Seeds4Success** and **Zeals Youth Trust** cannot be held responsible for any failure to inform you about any emergency or other problem associated with the hire.
- g) All Invoices must be paid promptly. **Seeds4Success** and **Zeals Youth Trust** reserve the right to refuse bookings to any group whose account is overdue. Hirers who do not pay their bills will not be able to hire the vehicle in the future; and action will be taken against them to recover the monies, interest and costs due to **Seeds4Success** and/or **Zeals Youth Trust**
- h) Vehicles must be returned in a clean and tidy condition and all rubbish must be removed from the vehicle before the end of the hire. Failure to do so will result in a vehicle cleaning charge being added to the Hirer's invoice.
- i) Anyone driving the vehicle must first meet **Seeds4Success** and **Zeals Youth Trust** criteria for driving it (see Section 1 of this document for more details).
- j) *When planning a trip using the minibus hirers agree to work out journey times and distances in advance in order to structure journeys to avoid the risk of driver fatigue. We suggest whenever possible for long journeys more than one driver will be taken to share the driving. As a guide based on UK Domestic Driver's Hours regulations, drivers should only drive cumulatively for 5 ½ hours* and up to a maximum of 7 ¾ hours in total per day. (*Cumulatively means including breaks - drivers are responsible for taking a break from driving of at least 15 minutes every two hours. If a driver has been driving cumulatively for 5 ½ hours they are instructed that they must take a break of at least 30 minutes to obtain rest and refreshment.)*

- k) **Seeds4Success** and **Zeals Youth Trust** reserve the right to ban a Hirer from using the vehicle should they allow another person who has not been pre-approved by **Seeds4Success** or **Zeals Youth Trust** to drive the minibus. In such circumstances, the Hirer may also be liable to prosecution.
- l) Before undertaking a hire, Hirers should receive the vehicle free from defects or damage which would impair passenger or driver safety. Drivers are reminded however that under the Road Vehicles (Construction & Use) Regulations 1986, that they are legally responsible for a) checking prior to using the vehicle each day and b) whilst the vehicle is in their care seeing that the vehicle is in a roadworthy condition. (See Section 3 of this document about driver responsibilities)
- m) From the point at which the Hirer receives the vehicle, **Seeds4Success** and **Zeals Youth Trust** have no liability in respect of injury, loss or damage arising from the use of the vehicle. Nor shall **Seeds4Success** or **Zeals Youth Trust** be liable for any damages arising from defects or mechanical failures, which are outside the scope of the manufacturer warranty or outside the bounds of any warranty implied by law requiring **Seeds4Success** or **Zeals Youth Trust** to take reasonable care of the vehicle.
- n) Charges for fuel used whilst the Hirer is using the vehicle are normally added on to your invoice by **Seeds4Success** or **Zeals Youth Trust**. If you purchase fuel for your journey, a requirement of hirer's from outside of South West Wiltshire, then you must complete the vehicle log sheet providing details of the amount of fuel (in litres) purchased.
- o) Hirer's are liable for all tolls relating to the use of the minibus (e.g. congestion charge, toll charges).
- p) Any vehicle fines incurred during hires will be passed onto and are the responsibility of, the Hirer. **Seeds4Success** and **Zeals Youth Trust** reserve the right to make payment and then recover the amount from the Hirer.
- q) Any prosecution of a Driver arising from the use of the vehicle while on hire and any attendant fines will be the responsibility of the Driver and, if appropriate, the vehicle Hirer.
- r) If an accident occurs whilst the vehicle is being loaned out, the Vehicle Hirer is liable to pay the insurance excess for the vehicle or the full cost of repairs, whichever is the lesser. If there is a subsequent successful insurance claim made against a third party for this damage / costs, this will be refunded to the Hirer.
- s) The vehicle Hirer is responsible for the costs of any injury liability claim and any associated legal costs arising from passengers or in their care or any third party.
- t) Drivers must not drive whilst under the influence of drugs or alcohol. This includes medication if it adversely affects driving.
- u) Drivers must not indulge in dangerous driving or abuse the vehicle.
- v) The Hirer is responsible for maintaining correct oil and water levels and correct tyre pressures, during the period of the hire.
- w) 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.
- x) Any accident or damage to the vehicle must be notified to **Seeds4Success** or **Zeals Youth Trust** as soon as possible. If damage is caused to the vehicle whilst it is in the care of a Hirer that is not deemed by **Seeds4Success** or **Zeals Youth Trust** to be accidental but caused as the result of misuse, the Hirer is liable to pay for the full cost of repairs.

- y) If the Hirer cause damage to the minibus which means that it has to be taken off the road the Hirer will be responsible for the costs of providing a replacement vehicle to **Seeds4Success** or **Zeals Youth Trust** whilst the borrowed vehicle is repaired.
- z) 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.
- aa) It is the Hirer's responsibility to ensure that their driver(s) and any passenger assistants are cleared to work with children and/or vulnerable adults and have a suitable ratio of adults to children. If Hirer's are carrying disabled passengers or passengers with mobility needs / other complex needs it is the Hirer's responsibility that they have suitably qualified drivers & assistants to aid these passengers.
- bb) The Hirer must inform **Seeds4Success** or **Zeals Youth Trust** directly of any problems arising from their use of the vehicle, including breaking down, collisions, vehicle fire, damage and any incidents involving traffic police or speed cameras.
- cc) If the Hirer has a collision, breakdown or suffer vehicle fire whilst using the vehicle, their Driver(s) must refer to the emergency instructions supplied in the vehicle.
- dd) Both our vehicles are fitted with tow bars but hirer's must not attach trailers or roof racks, unless prior arrangement has been made and their attachments have been approved for use by **Seeds4Success** or **Zeals Youth Trust** prior to the hire period.
- ee) The Hirer is responsible for informing **Seeds4Success** or **Zeals Youth Trust**, prior to hiring the minibus about the number and age of passengers, the purpose of the journey and whether they will be carrying any luggage.
- ff) **SECTION 19 PERMIT.** The Transport Act 1985 requires that all vehicles for hire carrying passengers must have the appropriate permit. The appropriate one for our vehicles is the Section 19 Permit. These are obtained at no charge from your County Environmental Services Dept. The permit must be displayed at all times when you are using the minibus. It is the hirer's responsibility to obtain this permit.

Our group hereby agrees to heed and abide by the Seeds4Success and Zeals Youth Trust Vehicle Loan Policy in its entirety when loaning either HJ08 YVM or WR60 FRC from Seeds4Success or Zeals Youth Trust.

We will ensure that all our drivers are aware of the Vehicle Use Procedure which is in the Vehicle File inside the minibus and that they understand their responsibilities.

We hereby confirm that we have read and accept the terms above._

Hirer's Name (print): _____

On behalf of (state name of group) _____

Signed: _____

Date: _____

Address, telephone number and postcode of Hiring group:

