

YMCA



YMCA Plymouth Minibus policy Updated 21st April 2017

This Minibus Policy covers the use and management of the minibus and other vehicles.

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1. Introduction

Minibuses are used for a wide range of educational and recreational activities. The purpose of this guidance is to facilitate the safe use of vehicles and to brief drivers on their responsibilities.

2. Definition

A minibus is defined under the Road Vehicles (Construction and Use) Regulations 1986 as 'a motor vehicle which is constructed or adapted to carry more than 8 but no more than 16 seated passengers, in addition to the driver'.

3. Ownership

Plymouth YMCA is the registered owner of the vehicle(s), this name has been retained on all vehicle licensing documents even though the organisation has been re-branded as YMCA Plymouth. On occasion a rental vehicle may be used and the same vehicle policy and usage conditions will apply to those vehicles.

4. Insurance

The minibus and other vehicles are insured on a fully comprehensive basis. Cover is restricted by law as to who is eligible to drive a 16-seat minibus. They must meet the following criteria:

- Must be at least 21 years of age
- Must have held a full car driving licence category B for at least 2 complete years
- Must not be over 70 years of age without additional health requirements being met

In addition, the insurance policy requires all convictions to be reported to the insurer.

Failure to report convictions may mean you are driving without insurance and personally and criminally liable.

Certain convictions will mean a person is not eligible to drive the minibus and these include:

- DD30 Reckless driving
- DD60 Manslaughter or culpable homicide while driving a vehicle
- DD70 Causing death by reckless driving
- DR10 Driving or attempting to drive with blood alcohol level above limit
- DR20 Driving or attempting to drive while unfit through drink or drugs
- DR30 Driving or attempting to drive then failing to supply a specimen for analysis
- DR40 In charge of a vehicle while alcohol level above limit
- DR50 In charge of a vehicle while unfit through drink or drugs
- DR60 Failure to provide a specimen for analysis in circumstances other than driving or attempting to drive
- DR70 Failure to provide specimen for breath test.

Certain other offences or combinations thereof may also disqualify applicants. In these circumstances the final decision will be made by the person responsible for health and safety and the company's insurers.

A list of authorised named drivers is maintained and only those persons are eligible to drive the minibus.

5. Recovery

All vehicles have AA breakdown cover. The helpline for breakdown assistance or in the event of an accident is the QBE Helpline **0800 389 1708** who will arrange for someone to come out and help you.

6. Maintenance and servicing

The vehicles should be maintained and serviced by a reputable garage. To meet in full, the requirements of the Road Traffic Act, the vehicle manufacturer's recommendations for servicing and maintenance of the vehicle must be followed. Records of all maintenance work must be kept.

In addition to general maintenance work, regular maintenance checks will need to be undertaken by users. These include:

- Tyres: Are they appropriately inflated, with sufficient tread and free from cuts or damage.
- Lights: Are they clean and in working order.
- Windscreen: Is the windscreen clear, the wipers working, blades free from excessive wear and cuts. Is the windscreen washer bottle full and functional?
- Oil/Coolant: Do any warning lights show levels low.
- Mirrors: Are they adjusted to enable the driver to see clearly behind.

A minibus log and check sheet is kept with the vehicle and a minibus booking and report form by reception in which any minor defects, which cannot be immediately corrected, are recorded.

Any serious defect which affects the roadworthiness of the minibus should be reported to the Caretaker/Duty Leisure Manager as soon as possible. The vehicle must not be used to transport staff or students until the defect has been rectified.

7. Drivers

Only members of staff and volunteers covered by the YMCA insurance policy and on the authorised list may drive a minibus or another vehicle. As a minimum such drivers:

- Must be at least 21 years of age
- Must have held a full car driving licence category B for at least 2 complete years
- Must not be over 70 years of age without additional health requirements being met
- Have acquired some experience in handling a vehicle larger than a car.
- Have been assessed as to their aptitude in driving a minibus. Staff and users who have endorsements to their licences for reckless driving, or for offences involving drink or drugs, are disqualified from undertaking the minibus familiarisation and assessment test
- Have obtained the insurer's consent in writing to their driving if they have any illness or disease which may affect their driving capabilities.
- Have been Enhanced Criminal Record Bureau (CRB) checked.

It is recommended that those staff and volunteers who do not drive a minibus frequently should re-familiarise themselves with the controls and undertake a brief drive before taking children on board.

8. Drivers records to be maintained and checked

All minibus and other vehicle drivers must produce their driving licence and counterpart licence for new style licences at least annually. This will be photocopied and the copy retained by the Caretaker.

Driver licence details are to be checked every 6-months using the unique reference number from DVLA and following the instructions at <https://www.gov.uk/check-driving-information> .

You can use this service to check someone's driving licence information, eg the vehicles they can drive or any penalty points or disqualifications.

You need:

- the last 8 characters of their driving licence number
- a check code from the driver

You must use the code within 21 days. You can only use the code once - you have to get another code to do another check.

You can use this service to check someone's driving licence information, eg the vehicles they can drive or any penalty points or disqualifications.

Drivers must notify the Caretaker immediately if they receive an endorsement to their driving licence because of a conviction for a traffic offence. If the offence is listed in the policy as barring use the driver must no longer drive the minibus or another vehicle. For other endorsements drivers, should not drive the minibus until given clearance to do so in writing or via e-mail by the Association.

9. Equipment/Documents to be carried in the vehicle

Under regulation 42 and schedule 7 of the Road Vehicles Regulations Act 1986 a minibus must carry a British Standard fire extinguisher which complies with BS5423.

Under the Road Vehicles Regulations Act 1986 it also specifies that a suitable, clearly marked first aid box is kept readily available and in good condition. The minimum contents of the first aid kit (as listed at <http://www.rospa.com/rospaweb/docs/advice-services/road-safety/practitioners/minibus-code-of-practice.pdf>) are:

- 10 antiseptic wipes, foil packed
- 1 conforming disposable bandage (not less than 7.5 cm wide)
- 2 triangular bandages
- 1 packet of 24 assorted adhesive dressings
- 3 large sterile un-medicated ambulance dressings (not less than 15 x 20 cm)
- 2 sterile eye pads with attachments
- 12 assorted safety pins
- 1 pair of rustproof blunt-ended scissors
- Disposable gloves
- Mouth mask for resuscitation.

The user of the minibus should ensure that both the extinguishers and the first aid kit are present and easily accessible in the event of an emergency.

- iv) If the minibus is not full with passengers, ensure that the rear seats of the vehicle are left unoccupied wherever possible.
- v) Always park so that passengers alight on the footway and not on the carriageway.
- vi) Ensure that you know how to use the fire extinguisher.
- vii) Ensure that there is no smoking in the vehicle.

It is against the law to smoke in company vehicles.

- viii) Ensure that no alcohol is drunk by anyone involved in the journey prior to, or during, the journey.
- ix) Drivers should also know what to do in the event of passenger illness. This will require the driver to have details and a contact number for the relevant persons and understand how to deal with the safety of other passengers whilst dealing with the unwell passenger.

14. Code of conduct for passengers

- i) Find a seat quickly and quietly. If the minibus is not full, leave the rear seats of the vehicle unoccupied.
- ii) Place any luggage where it will not block access to the doors of the vehicle.
- iii) Wear seat belts.
- iv) Only speak to the driver when they are not driving or in an emergency. Remember that excessive noise, loud radios etc. can distract the driver.
- v) Wait until the vehicle has stopped before getting up to leave.
- vi) Make sure that you have all your belongings when you leave the bus.
- vii) Do not drop litter.
- viii) If the vehicle breaks down, or is involved in an accident, follow the driver's instructions.
- ix) Behave sensibly and safely always.

15. Students with special educational needs

- i) Adequate supervision, including the use of escorts, should be provided for all journeys.
- ii) Drivers should not commence any journey until they are satisfied that any restraints are correctly fitted.
- iii) Drivers and escorts should be made aware of any disability a student has, and any difficulty they might have.

16. Minibus journeys within the European Union

Different rules and regulations govern vehicles travelling in the European Union and the driver needs to obtain appropriate guidance for travel of this nature.

17. Risk Assessment

Written risk assessments must be conducted by a competent person for minibus use. These must be recorded and regularly updated. There is no such thing as a zero risk and risk assessments should identify:

- Hazards

- The likelihood of a hazard occurring
- The likely severity of any injury or property damage resulting
- Who might be affected
- Existing safety measures
- New safety measures that might be needed
- How safety measures are implemented
- Emergency procedures

Decisions can then be made about whether risks are justified and if so, whether control measures keep those risks within tolerable bounds and strike an appropriate balance between risk and cost.

It is the responsibility of the person/organisation using the minibus to make sure that a risk assessment is in place for the journey/activity being undertaken.

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APPENDIX A

MINIBUS ASSESSMENT PROCEDURE

1. Applicants **must** have held a full UK category B licence for a minimum of 2 complete years and be at least 21 years of age. Applicants **must** be under 70 years old. The driver **must** not suffer from any health problem requiring a medical for clearance to drive.
2. Prior to any assessment being arranged the prospective minibus driver **must** supply their original driving licence to the Caretaker for copying.
3. Minibus Drivers Application sheets **must** state any endorsements. The following offences will disqualify an applicant from assessment or use of the vehicle:

DD30 Reckless driving

DD60 Manslaughter or culpable homicide while driving a vehicle

DD70 Causing death by reckless driving

DR10 Driving or attempting to drive with blood alcohol level above limit

DR20 Driving or attempting to drive while unfit through drink or drugs

DR30 Driving or attempting to drive then failing to supply a specimen for analysis

DR40 In charge of a vehicle while alcohol level above limit

DR50 In charge of a vehicle while unfit through drink or drugs

DR60 Failure to provide a specimen for analysis in circumstances other than driving or attempting to drive

DR70 Failure to provide specimen for breath test.

Certain other offences or combinations thereof may also disqualify applicants. In these circumstances the final decision will be made by the person responsible for Health and Safety and the company's insurers.

4. Drivers **must** be able to read a number plate at 25 metres to pass the eyesight test.
5. Assessment will be conducted by an appropriate member of staff.
6. The driver should be familiar with the minibus policy.
7. The assessment/familiarisation is approximately one hour's duration.
8. Approximately 30 minutes of driving familiarisation/instruction assessment includes:
 - a) general handling of the vehicle
 - b) observation of the speed limit

- c) acknowledging width/length of vehicle
- d) ability to reverse
- e) consideration to other road users
- f) adequate signalling
- g) use of mirrors
- h) dual carriage way driving
- j) knowledge of the Highway Code
- k) Vehicle checks/emergency procedures.

9. Following the assessment the assessor will meet with the person responsible for the minibus to discuss the assessment/familiarisation session. A meeting will then be arranged with the prospective driver to discuss the process.
10. Only when the driver is added to the approved drivers list will they be permitted to drive the minibus.
11. This procedure is applicable to all new staff and new volunteers who wish to drive the minibus. Any current driver who cannot meet these requirements must not drive the minibus as this may mean they are driving while uninsured or may be committing a criminal offence.
12. Only the Driver who has signed for the Minibus shall be permitted to drive it.

APPENDIX B

MINIBUS DRIVER'S DECLARATION SHEET

Driver's full name _____ Date of birth: _____

Driving Licence No: _____ Date of expiry: _____

Date Driving Test passed: _____ Age: _____ No. of years driving: _____

PCV held: YES / NO Date passed (if applicable): ____/____/_____

Details of any illness or disease which may affect driving capabilities:

Details of any current endorsements on your licence including the relevant code for the offence:

Have you **ever** been convicted of reckless driving or offences involving drink/drugs: **YES/NO**
If yes, please provide full details (please used a separate sheet if necessary):

I have received a copy of the Minibus Policy and understand the driver is fully responsible while in charge of the minibus including ensuring that the vehicle is in a roadworthy condition.

I will complete all paperwork required and report any faults or incidents that occurred in writing.

I certify that the information provided is correct and agree to provide the Sites & Facilities Manager promptly with details of any endorsements to my licence which I receive from the date given below and any changes re medical conditions.

Signed: _____ Date: _____

Office use:

Driver's Licence and Counterpart copied: Date: _____

ECRB confirmed: Date: _____

A photocopy of the driver's licence and counterpart is required annually and should be kept with this form, together with the most recent minibus familiarisation and assessment report.

APPENDIX C

MINIBUS FAMILIARISATION AND ASSESSMENT REPORT

Name of Driver : _____

Cost Centre (staff members) : _____

Organisation (non staff) : _____

Reason for driving : _____

Date of assessment/familiarisation: _____

Eye test (25 meters) : PASS / FAIL - [If 'fail' do not continue]

Areas covered: (please tick)

General handling of vehicle _____

Observation of speed limit _____

Acknowledging width/length of vehicle _____

Ability to reverse/park _____

Consideration to other road user's _____

Adequate signalling _____

Use of mirrors _____

Dual carriage way driving _____

Knowledge of Highway Code _____

Vehicle checks/emergency procedures _____

Comments from Assessor:

Name of assessor: _____

Signature of Assessor: _____ Dated: _____

Signature of Applicant: _____ Dated: _____

Assessment discussed with person responsible for minibus on: ____/____/_____

Assessment discussed with prospective driver on: ____/____/_____

Outcome of assessment process: _____

APPENDIX D

STAFF AND VOLUNTEERS NOTES

- i. There is a minibus log and check sheet kept in the vehicle and all users must complete this for every journey.
- ii. Staff and volunteers wishing to become approved drivers should contact the Sites & Facilities Manager.
- iii. Please remember when planning a trip which may use the minibus its availability should be checked at an early stage to avoid disappointment.
- iv. Staff block bookings are updated via e-mail with the users and details kept in the Sites & Facilities Office. For staff block bookings, the Minibus Booking and Report Form only needs to be completed to report an incident, observation, damage, etc. Please advise promptly of cancellations for others to use the minibus.
- v. For staff non-block bookings please e-mail enquiries@ymcaplymouth.org.uk. You will be advised via e-mail of the booking request. If there is a clash you should liaise with the member of staff. The Association will confirm details of the booking and update the minibus booking diary.
- vi. For non-staff bookings please liaise with the Customer Services team via e-mail or call 01752-201918. A minibus booking form **must** be completed online and submitted to the Association so that we can check the booking and confirm.
- vii. If you wish to check availability the minibus booking then this can be confirmed with Reception staff once the booking has been confirmed.
- viii. Where possible the minibus should be filled with sufficient fuel before a journey commences, but if it is necessary to purchase fuel a proper receipt should be obtained (not the till slip) to facilitate the recovery of the cost of the fuel via an expenses form. A fuel card is available from the Finance Department which is vehicle specific for the registration stated on the card.
- ix. It is essential that basic checks must be carried out before every journey.

PLEASE NOTE IN LAW THE DRIVER IS RESPONSIBLE FOR THE VEHICLE BEING ROADWORTHY.

- x. The vehicle must be returned with the same fuel level as it was when the vehicle was collected. A charge will be levied for vehicles which are not filled up to the same level.
- xi. In the event of a mechanical problem, the YMCA is a member of the AA. The membership card is on the key ring and details in the log in the driver's door. In the event of an accident, if possible, collect as many witnesses as you can and then take FULL details of the scene, including paced out dimensions.
- xii. A first aid kit and fire extinguisher are carried in the minibus as required by law.
- xiii. For safe driving, it is VITAL that good discipline is maintained. The driver needs all their concentration for the road.
- xiv. Please check that the minibus is visually in good condition BEFORE and AFTER you use it and note any problems on the minibus log and check sheet and minibus booking and report form. Please also report any serious items directly to the Sites & Facilities Manager.
- xv. Please also ensure that the interior is clean and tidy for the next person. A charge may be levied for cleaning vehicles not returned clean and tidy. **There are items behind the rear seats to clean the vehicle.**

PLEASE NOTE IT IS AGAINST THE LAW TO SMOKE IN A COMPANY VEHICLE.

APPENDIX E

MINIBUS CHECK LIST GUIDANCE

The law now states that: **'All passengers have the right to be transported in a safe manner and in a minibus suitable for their needs'**. Before you start each and every journey make sure **you** have completed the following checks, because it is the driver's responsibility to ensure that the vehicle is in a roadworthy condition. If faults that might affect the vehicle's or passengers' safety are found the vehicle **must not** be used until they are all remedied.

- **Pre-journey - Exterior check**

Walk around the vehicle (including the trailer if applicable) and check for visible defects. Make sure you look closely at tyres, lights and mirrors.

- **Pre-journey - Brake check**

Brakes should be checked before loading passengers. With the engine running, check handbrake is working properly and brake pedal is firm when pushed. It is also important to conduct a moving brake test, off road if possible. Reach a speed of not more than 15 mph, check mirrors and if safe, apply brakes fairly firmly. Brakes should work efficiently, vehicle should not pull to one side, and luggage should remain secure.

- **Pre-journey - Interior check**

Once inside the vehicle make sure the position of the driver's seat is correct so that all pedals and controls can be operated comfortably. Check mirrors are adjusted correctly and are clean and unobstructed. Check lights and indicators work and there is enough fuel for your journey. Seat belts must be worn by all passengers.

- **During the journey**

During the journey it is important **not** to allow any boisterous play of any kind and enforce the 'No Smoking' and 'No Alcohol' rules. Approach each stop slowly with care and never allow passengers to operate the doors. Children **must not** be left unaccompanied.

- **Pre-return journey**

Check vehicle for roadworthiness before the return journey as it may have been damaged whilst parked up.

- **Journey's end**

Supervise all children when leaving the vehicle. Always park so that passengers step onto the path and not the road. Never leave children alone if no one has come to collect them. The vehicle **must** be kept clean and tidy all litter must be cleaned up after each trip. Report any problems, faults or incidents that occurred during the journey to the Sites & Facilities Manager. Remember it is the driver's responsibility to ensure that the vehicle is in a roadworthy condition.

The last driver using the bus each day must park the vehicle in the designated space at All Saints Academy.

If faults that might affect the vehicle's or passengers' safety are found the vehicle MUST NOT be used until they are all remedied.

APPENDIX F

MINIBUS BOOKING FORM

THE DRIVER MUST BE ON THE APPROVED DRIVERS LIST

Driver(s) not on the approved list may be driving without insurance, committing a criminal offence or be lacking other appropriate checks such as an enhanced CRB check or driver assessment.

Booked by - Name: _____ Tel: _____

Drivers name(s) (in full):

1. _____

2. _____

Member of staff :1. Yes / No 2. Yes / No

[For longer trips 2 drivers are recommended]

If not a member of staff please provide details of company/organisation:

Details of minibus trip:

From (start point): _____

To (Destination): _____

Reason for trip: _____

Date to collect: _____ Date to Return: _____

Time needed: From: _____ To: _____

Is this an overnight trip: Yes / No

If 'Yes' please provide details of where the vehicle will be securely kept overnight:

I agree to return the vehicle in a fit and proper state and agree that a charge may be levied for cleaning vehicles not returned clean and tidy.

Signature: 1. _____ Date: _____

Signature: 2. _____ Date: _____

PLEASE RETURN COMPLETED FORM TO YMCA PLYMOUTH FOR CONFIRMATION.

APPENDIX H

BREAKDOWN PROCEDURE

In the event of a vehicle breakdown:

1. The driver should move the vehicle off the carriageway (onto the hard shoulder on a motorway) and switch on the hazard warning lights. If this is not possible, it should be moved as far away from moving traffic as possible. If a warning triangle is used, it should be placed on the same side of the road, at least 45 metres from the minibus. Always take great care when placing and retrieving a warning triangle and never use them on the motorway.
2. The passengers should be moved out of the nearside of the vehicle and as far away from it and other traffic as possible. No one should stand between the vehicle and oncoming traffic. On motorways or other busy roads passengers should be taken onto the embankment or grass margin and as far from the traffic as is practicable. The hard shoulder on a motorway is very dangerous.
3. Passengers should be kept together in one group. Children should be kept calm and under constant supervision.
4. In some circumstances, it is safer to leave the passengers in the vehicle. For example, if it seems too dangerous to unload passengers with wheelchairs or if there is not a safe waiting area. The driver (and passenger assistant if present) will need to assess the situation and decide whether to unload passengers or not.
5. If necessary, the driver should go for help, leaving the passengers with the passenger assistant. If the driver is the only adult present, he or she should not leave the children alone. The driver will need to give the police, or breakdown service, accurate details of the vehicle's location, and inform them if children or passengers with mobility problems are being carried.
6. The driver should also telephone Head Office or nominated contact person, preferably with a mobile telephone, to tell them what has happened and ask them to relay messages to parents and others. They should have out-of-hours contact details for this purpose.
7. If the breakdown occurs on a motorway, it is better to use the roadside emergency telephone as this will enable the Police to pinpoint the vehicle's location. The nearest emergency telephone is indicated by arrows and numbers on small marker posts at the edge of the hard shoulder.

APPENDIX I

ROAD TRAFFIC COLLISION OR VEHICLE DAMAGE PROCEDURE

An accident pack is included in the vehicle which contains key information and a camera to take pictures of the incident. The driver should wear the hi-visibility vest outside the vehicle and use the warning triangle provided. In the event of a road traffic collision, the driver and/or the passenger assistant must make the collision scene as safe as possible:

1. Use hazard warning lights and any other safety devices supplied.
2. Do not move injured passengers unless they are in immediate danger of further injury from other vehicles or from fire or explosion.
3. Call the emergency services immediately; provide them with information about the situation, any special circumstances (for example if carrying oxygen bottles) and if any passengers have special needs.
4. Ensure one person (driver or passenger assistant) remains with the children if child passengers are involved.
5. Do not allow child passengers to assist with repairing or re-starting the vehicle and never allow them to push the vehicle.
6. If the emergency services are called, the driver must stay at the scene of the collision until the emergency services (and anyone else with reasonable cause) have taken all the details. If possible, the names and addresses of all independent witnesses should be obtained at the scene.
7. If the collision is 'damage only' and no one is injured, the driver should ensure that the vehicle is roadworthy before continuing the journey. The incident must be reported on your return using the booking and report form. The Sites & Facilities Manager should ensure that all repairs and insurance details are completed.
8. If there is any injury or the names of people involved are not exchanged or there is damage to property other than the driver's vehicle (including street furniture), the driver must report the collision to the Police as soon as possible or in any case within 24 hours.
9. Any other incident, including traffic offences, must also be reported to the operator.

APPENDIX J

EMERGENCY EVACUATION PROCEDURE

In the event of an incident such as a fire, an emergency evacuation should be conducted. The best way to evacuate the vehicle will depend upon the nature of the incident, the passenger group and the type of minibus. Therefore, the driver and passenger assistant(s) will need to exercise their judgment at the scene of the incident.

1. Passengers should exit the vehicle as they would normally, if possible, and move as far away as possible. If passengers need assistance to exit the vehicle, the passenger assistants should provide what help is necessary. If it is necessary to use the roof or rear exit, care must be taken against approaching traffic.
2. It may not be possible to remove wheelchairs quickly from a minibus, unless the passenger assistants and carers are trained to do so. It may be necessary to lift a passenger from the vehicle, which is not easy to do in a confined space and often requires two people.
3. Drivers and passenger assistants should not attempt to tackle a vehicle fire, unless they have been trained to do so.

APPENDIX K

Registration Number

MINIBUS LOG AND CHECK SHEET

Please complete the minibus log and check sheet for each journey as it is a legal requirement for YMCA Plymouth to supply details and information relating to drivers of any vehicles as and when requested. It is a criminal offence not to do so.

The driver must ensure there is the correct ratio of children to adults.

Driver's name: _____ Date: _____

Departure time: _____ Time returned: _____

Journey from: _____ To: _____

Department Number: _____

Mileage at start: _____ Mileage on return: _____

Level of fuel at start: _____ Level of fuel on return: _____

The following vehicle and condition checks to be carried out at the start of a journey and when returning it after use: (Please circle)

	Start	Return
-Fire extinguisher (legal requirement to carry)	Yes / No	Yes / No
-First Aid kit (legal requirement to carry)	Yes / No	Yes / No
-Brake check (recommended practice)	Yes / No	
-Exterior check (including tyres, lights, mirrors, paintwork, clean)	Yes / No	Yes / No
-Interior check (including seats, mirrors, lights, hammers, seat belts, clean)	Yes / No	Yes / No
-Fuel check – refilled when low?	Yes / No	Yes / No

Please note below items failing the satisfactory test or items which have passed but require attention:

Should you need to report an incident/damage/observation/other please complete the minibus report form (APPENDIX G).

Driver's Signature: _____ Date: _____

YMCA Plymouth Use Only

Name of person accepting return of vehicle _____ Time: _____

Signature _____ Date: _____

Comment: _____

APPENDIX K Continued

Please remember all fines, parking tickets, etc are payable by the driver.

1. It is a **legal requirement** to carry an appropriate fire extinguisher in the vehicle. If there is not one present or it is considered inappropriate **do not use the vehicle and report the matter to the Sites team who hold a spare fire extinguisher.**
2. It is a **legal requirement** to carry a first aid kit that meets a minimum standard and this is detailed in the minibus policy. If there is not one present or it is considered inappropriate **do not use the vehicle and report the matter to the Sites team who hold additional supplies.** (the supplies are checked weekly by the Sites team).
3. If the brake check is considered unsatisfactory **do not drive the vehicle** and inform the Sites team.
4. If the engine management or oil warning light is on **do not drive the vehicle** and inform the Sites team.
5. **If a seatbelt is broken do not use that seat** and inform the Sites team.
6. Please consider carefully the action to take if you consider any of the exterior or interior checks to be unsatisfactory.
7. Please advise the Sites team of all matters failing an inspection.
8. Record all incidents, damage, observations or any other items you feel appropriate on the minibus report form (APPENDIX G).

APPENDIX N

Terms & Conditions of Vehicle Hire

YMCA Plymouth provide a minibus hire service to other care related organisation within the City of Plymouth under an Operator's Licence within the guidelines established by the Department of Transport. All the vehicles meet the licencing and roadworthiness specifications which govern the industry. All drivers employed by YMCA PLYMOUTH are qualified and competent to drive the Association's vehicles.

1.0 Definitions

- 1.1 'Conditions' means the Terms and Conditions under which the Association provides minibus hire through the Group Community Transport Scheme.
- 1.2 'Association' means YMCA PLYMOUTH.
- 1.3 'Client' means the organisation, individual or agent who contracts the services.
- 1.4 'Passenger' means the person or persons being carried by the Association's vehicle.
- 1.5 'Reservation' means the specification of the requirement from the Client to the Association.
- 1.6 'Tariff' means the agreed set price which is defined by the Association to the Client.
- 1.7 'Price' means an agreed cost of hire for a vehicle to a non-regular Client (not subject to membership of the scheme).
- 1.8 'Private Hire' means a non-regular client who may hire the Association's vehicles on an ad hoc basis.
- 1.9 'Regulations' means that the Association provides minibus services based upon either British Domestic Regulations or European Community Regulations.
- 1.10 'Contract' means the agreement between the Association and the Client.

2.0 Insurance

- 2.1 All Clients or passengers are responsible for maintaining active adequate travel insurance cover for all passengers travelling on the Association's vehicles.
- 2.2 The Client's insurance cover must indemnify the Association against liabilities which are out of the control of the Association.
- 2.3 The Client's insurance cover must indemnify the Association from any such direct or indirect service failure or negligence by the Client, their servants or agents.
- 2.4 The Association does not accept any liability for the loss of any personal property of the Client and/or their passengers. The client should take all reasonable steps to avoid loss or damage.

2.5 The Client should notify the Association if items of exceptional value are to be carried on the vehicle. It is the Client's responsibility to minimise risk of loss when property is left unattended.

3.0 Contract

3.1 These conditions apply whether a contract has been made verbally or in writing. The Client acts on behalf of all the passengers travelling on the vehicles. If the Client is an Association, group, or partnership, an individual must be named as a responsible person. The Client is responsible for the actions and decisions of all the passengers on board including any additional costs incurred in performing the contract, whether or not they actually travel with the party. The Association will only accept instructions from the Client. If the Client is not going to travel with the party, a representative must be chosen and the Association informed prior to the hire taking place.

3.2 The Client is wholly responsible for providing the detail of the services required in writing / by email to the Association at all times.

3.3 The Association receives the enquiry for minibus services from the Client in writing/by email and responds to the Client in writing /by email with the price, or in the case of an agent, with the detail of the reservation.

3.4 Quotations are given on the basis of the most direct route (using AA route finder) and on information provided by the Client.

3.5 All quotations are given subject to the Association having available a suitable vehicle at the time the Client accepts the quotation.

3.6 Quotations are valid for 14 days unless otherwise notified.

3.7 Quotations are given for minibus only. Any additional charges will be separately identified and will be the Client's responsibility unless otherwise specified.

3.8 In the event of additional fuel surcharges being applied during the period of quotation, the Association reserve the right to pass on such additional charges to the Client over and above their tariff/quoted costs.

3.9 Normally, written confirmation by the Association is the only basis for the acceptance of a hiring or for a subsequent alteration to its terms.

3.10 Clients are responsible for reconfirming the reservation detail back to the Association in writing 7 days prior to the provision of services.

3.11 Any changes to the requirements by the Client must be in writing / by email and are subject to availability and at least 72 hours (3 days) prior to service.

3.12 It is the responsibility of the Client to account for all passengers at those times. The Association will not accept liability for any losses incurred by passengers who fail to follow instructions given by the Client.

- 3.13 If the Client wishes to cancel any agreement either the relevant tariff terms and conditions will apply or the following scale of charges will apply in relation to the total hire charge:
- 3.13.1 1-2 days 50% of hire.
- 3.13.1 Day of hire 100% of hire.
- 3.14 In the event of any emergency, riot, civil commotion, strike, lock out, stoppage or restraint of labour or on the happening of any event over which the Association has no control (including adverse weather and road conditions) or in the event of the Client taking any action to vary agreed conditions unilaterally, the Association may, by returning all money paid and without further or other liability cancel the contract.
- 3.15 On private hire, no animals (other than guide dogs and hearing dogs notified to the Association in advance) may be carried on any vehicle without prior written agreement from the Association.
- 3.16 No bill or poster is to be displayed on any vehicle without the written consent of the Association.

4.0 Terms of Payment

- 4.1 Subject to any special terms, the Client must pay for the provision of minibus services, upon receipt of the invoice after the journey is undertaken.
- 4.2 Clients who maintain a regular agreement with the Association will be invoiced for the provision of minibus services on a monthly basis according to the Tariff Agreement.
- 4.3 Private Hirer's who are contracting on an ad hoc basis (e.g. not part of the Community Transport Scheme) will need to make payment in accordance with the following terms:
- 4.3.1 Payment in full on confirmation of reservation.
- 4.3.2 Spare.
- 4.3.3 The Association reserves the right to levy additional charges for additional mileage or time than that agreed, cleaning, damage, and inadequate fuel level. The charges will be in accordance with the scale of charges and tariffs.
- 4.4 In the event of a Termination of Contract by the Client, the Association has without prejudice to any right or remedy entitled to cancel the reservations and any further reservations without further notice.

5.0 Spare

6.0 Safety

- 6.1 All safety measures are taken in accordance with the Road Traffic Act and Industry Regulations.

- 6.2 Emergency procedures are outlined in the policy and which are provided in the pack for each vehicle - passengers should be encouraged by the Client to familiarise themselves with emergency exits and procedures.
- 6.3 Clients who contract with the Association under the Community Scheme terms may, on request, attend a pre-season safety and familiarisation induction.
- 6.4 In the event of an incident or accident the driver, if able, will vacate the vehicle and ensure the passengers safety and immediately inform the Association.
- 6.5 The Client Representative will, at all times, assist the driver in maintaining the passengers' safety.
- 6.6 In the event of a vehicle breakdown, the Association has breakdown cover as part of it's Fleet insurance policy.
- 6.7 Any specialist needs for passengers who may have a disability must be defined at the time of reservation. All liabilities relating to the assistance and well-being of disabled passengers must remain with the Client or the Client's representative. In the absence of a specific disclaimer, the acceptance of the Terms indemnifies the Association from any such claims.

7.0 Alcohol, Food and Drugs on Minibuses

- 7.1 The Association does not allow the consumption of alcohol in any of its vehicles.
- 7.2 Alcohol may be carried on the vehicle but the storage is under the direction of the Driver.
- 7.3 It is Association Policy to discourage the consumption of food (other than confectionary) on the vehicles.
- 7.4 The carriage and/or use of drugs in or on a Association vehicle is not permitted at any time.

8.0 Quality Control

- 8.1 The Association takes every measure to ensure high levels of Quality Control.
- 8.2 From time to time the Association may undertake Quality Control inspections upon vehicles without notice to the Client.
- 8.3 Such Quality Control measures deemed necessary may be implemented without notice to the Client, so long as the services being provided are not affected.
- 8.4 In the event of complaint about the Association's services, the Client should endeavour to seek a solution at the time by seeking assistance from the Association. If this has not provided a remedy, complaints should be submitted in writing and within 14 days of the termination date of the hire.

9.0 Liability, Indemnity and Force Majeure

- 9.1 Notwithstanding the provision of the Contract or any remedy which might otherwise be available, the Association's sole liability to the Client shall be found to be achieved unless

specific representation is made in writing/by email and proven to be substantiated through arbitration.

- 9.2 Except in respect of death or personal injury caused by the Association's proven negligence, the Association shall not be liable to the Client by any reason or any implied warranty, condition or other terms under common law or under express terms hereof.
- 9.3 Provision of minibus services by the Association to the Client is made under, and in accordance with, the law governing England and Wales. The acceptance of the Contract by the Client will deem an acceptance of the law governing the provision of such minibus services (to include Association Law and Road Traffic Law).
- 9.4 The Association accepts no liability for any incident, accident, damage or injury, including death, as a result of an Act of God/Force Majeure.

10.0 General

- 10.1 Any notice of change, whatsoever, to be given by either party to the other under the existing conditions shall be in writing/by email and acknowledgment must be sent of notice by the initiator in writing/by email.
- 10.2 Any such dispute between the Client and the Association, if the need arises, will be heard within the jurisdiction of the English Courts.