

# Rushton Community Minibus



## TERMS & CONDITIONS FOR THE HIRE OUR 17-SEATER MINIBUS (16 PASSENGERS)

### Operational Information

The Rushton Community Minibus is owned and operated by Rushton Parish Council on a not-for-profit basis, and all income from our Private Hires is used to operate and maintain the vehicle for the Rushton Parish Community.

Vehicle KN59 EPU - Ford Transit 115 T430 17S RWD 2404cc Diesel.

The vehicle is fitted with a speed limiter as required by law. The maximum speed is limited to 62mph

The vehicle can carry a maximum of 16 Passengers, 14 located in the rear and 2 in the front next to the driver.

All our approved drivers are volunteers and have the appropriate level driving licence and have been MiDAS trained.

The allocated driver who undertakes school hires for carrying children will have a current Enhanced DBS Certificate.

The minibus is unable to carry passengers in wheelchairs and is not equipped with a passenger lift.

The storage capacity or room for luggage, equipment or packages is limited.

The design and construction of the minibus seating, and restrictions on space available, do **not** allow us to safely accommodate young children from age 0 to 6 years (up to 22kgs). We can carry children aged 6 (from 22kgs) and over who do not need a car-seat as seatbelts are adjustable.

The minibus has a fully comprehensive and full passenger liability insurance.

In the event of a breakdown the insurer QBE (Helpline 0800 389 1708) will arrange with the AA for someone to attend the breakdown.

Rushton Parish Council holds a Section 22 Community Bus Permit (CB002386) having demonstrated to the traffic commissioner that the vehicle is operated without a view to profit and is concerned for the social and welfare needs of the Rushton Parish Community and the running of a local bus service on a not for profit making basis.

### Terms and Conditions of Hire

The minibus cannot be hired by commercial/profit-making organisations or hired for activities (or as part of activities) that are profit-making. For example, this means that a commercial business cannot hire the minibus.

Our Terms and Conditions apply for verbal and written minibus hire bookings, all quotations are valid for 14 days and are given subject to having an appropriate driver available at the time of the hirer accepting the quotation. The given quotation is for driver and vehicle only. Upon accepting the booking, you are agreeing to our terms and conditions.

Quotations are based on the shortest route and the information provided by the client unless the hirer specifically states or requires a certain route. It must be clearly mentioned in advance of the confirmation, otherwise the route will be chosen by the driver, considering factors such as weather, live traffic etc. Only if conditions and vehicle size allow will specific routes be followed.

Our quotations are based on our standard fixed charges and the total estimated mileage for the journey, this will also include the mileage from and returning to the Rushton base.

Hirers will be required to pay for venue entrance fees, parking charges, toll charges for the driver and minibus as an extra expenses, which had not been identified and added into the quotation.

All Quotes / Bookings are confirmed by e-mail from our Minibus Co-ordinators to the hirer's representative.

Hirers are responsible for providing a nominated travelling passenger to act as Lead Passenger for the trip: representing and supervising passengers and maintaining the list of passengers for each trip.

Hirers are responsible for providing emergency contact information before each trip.

It is compulsory that all passengers always wear a seatbelt unless a passenger has written dispensation from a doctor. We operate a policy of "No Click; No Trip!"

There is a No Smoking policy, and the consumption of food and drink is not permitted on the minibus.

No animals are allowed on the vehicles apart from guide dogs.

The Parish Council will not be held responsible for any lost or damaged property, personal belongings, or valuables.

Any use of the first aid kit or fire extinguisher must be reported to the driver

The drivers reserve the right to refuse access to the vehicle if they have a reason to believe that the customer poses a threat to their passenger's safety or comfort. All customers are fully responsible for all damages they cause to the interior of the minibus and will be billed for repairs carried out such as valeting, paint and/or body work repairs that are needed to return the minibus to the same condition it was originally hired in.

The driver is responsible for the safety of the vehicle if any passengers breach statutory regulations. The driver has the full authority to have them removed and if the passenger's conduct results in damage to the vehicle the hirer shall be responsible for any remedial costs incurred.

The driver will endeavour to get you to your destination on time, but we cannot be held responsible for delays outside the Parish Council's or the driver's control, i.e., Accidents, Traffic delays, severe weather conditions, breakdowns, strikes and road works so you are strongly advised to check your travel timings.

Advice on journey times is made in good faith but we cannot guarantee that the journey will be completed by a specific time, and we cannot accept liability for any inconvenience or loss incurred caused by breakdown or unforeseen circumstance.

The Parish Council reserves the right at any time to change these Terms & Conditions to align with any legal, operational, or statutory requirements.

<b>Terms &amp; Conditions of Private Hire Approval/Review - Doc Ref RCMB R1 TCPH 8-21 mb</b>			
<i>Prepared by</i>	<i>Signature</i>	<i>Title</i>	<i>Date</i>
Mike Brightman Author	M Brightman	Minibus Coordinator for Ruston Parish Council	29/09/22
Bob King Verifier	R King	Vice Chairman Rushton Parish Council	29/09/22
Peter Hooton Approver	P F Hooton	Chairman Rushton Parish Council	29/09/22
<p><b>Date of Next Review not later than the 1<sup>st</sup> March 2023</b></p> <p><b><i>(Original Signed Copies held in Minibus Coordinators file.)</i></b></p>			