

East Durham Community Transport Ltd
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POLICY & CONDITIONS OF USAGE OF MINIBUS – 2013

Policy

The permit allows the operation of EDCT LTD minibuses for the purpose of social welfare, education and recreation.

Usage Agreement

EDCT LTD will be managed by a voluntary Management Committee. This will consist of up to a maximum of 8 member group representatives and up to 4 community representatives who will sit on the Management Committee. The members will be elected on to the Management Committee at the Annual General Meeting from nominations received.

Membership is open to voluntary and community groups, schools, local projects and statutory agencies, nursing and residential homes, non-profit making organisations, registered charities and uniformed youth organisations. Groups who wish to use EDCT LTD vehicles must become members of EDCT. A form to take out membership is attached to this agreement.

The current vehicle fleet consists of four 17-seat minibuses, one 16 seat minibus and one 13 seat minibus. We also have a 24-seat midibus which is available for hire with a PCV driver only – prices at time of booking. Four of the vehicles are fully accessible and can carry wheelchairs, although numbers will be reduced if moving seats to accommodate wheelchair passengers. EDCT LTD reserves the right to change the combination, number and type of vehicles in the fleet.

Under certain conditions it may be essential for EDCT LTD to cancel your booking due to circumstances including, but not restricted to, accident, repair or breakdown. We regret any inconvenience this may cause and will make every effort to find alternative vehicles that are available within the EDCT LTD fleet although this may result in a reduction of available seats.

Any nominated driver from an organisation must hold a valid MiDAS certificate (Minibus Driver Awareness Scheme). Please see list of local providers on page 5 if you require any training. All drivers must have D1 entitlement on their licence in order to drive a minibus unless they are driving on a voluntary basis and have held a licence for 2 years. In addition to this, all drivers must be 21

years of age or over and have held a clean driving licence for at least 2 years, but they can only drive a vehicle under 3.5 tonne or 4.25 tonne if the vehicle is accessible. We have 1 vehicle for hire within these weights so please mention this at time of booking to ensure the correct bus is booked for your driver. Anyone who wishes to drive an EDCT LTD vehicle and has points on their licence may be given a dispensation at the discretion of the Management Committee and Insurers. Drivers must not drive any EDCT LTD vehicle whilst under the influence of alcohol or drugs and staff have the right to refuse to hand our vehicle keys if they suspect that the driver may be intoxicated however slight. There is no smoking allowed in any of the vehicles.

Conditions of use

Keys are available by arrangement with EDCT LTD staff.

A list of current charges is set out on page 5 of this agreement. This will be reviewed periodically.

As part of our aim to make vehicle hire from EDCT LTD as painless as possible, we will ensure that there is sufficient fuel in the vehicle for your journey and will include a charge of 40 pence per mile travelled as part of our monthly invoice to cover fuel and general vehicle wear and tear. The charge will rise or fall in accordance with major changes in the price of fuel. Groups making journeys further than the fuel tank range of a specific vehicle will be issued with a fuel card for the duration of the hire and billed as above.

If the vehicles are damaged in any way when under the care of the hirer, the hirer will be responsible for the cost of the repairs needed up to a ceiling of £500 from which point the EDCT LTD insurers will be involved and the hirer will be responsible for insurance excess costs. All drivers could be subject to a re-assessment if involved in any incident or accident. Copies of the EDCT LTD insurance documents are available on request.

Failure to cancel a confirmed booking within 48 hours of the day of booking will result in the hirer being billed for the total cost of the booking including driver charge if applicable. All provisional bookings must be confirmed at least one week before the booking date, if not, EDCT LTD reserves the right to offer the availability of that date to a booking request to any other potential hirer.

Please attempt to keep the vehicle clean internally. It is accepted that the nature of hires will incur some level of soiling; however, it would be appreciated if the hirer could ensure that all litter is removed at the end of the hire and excessive dirt removed from inside of the vehicle. If the vehicle is returned in an extremely dirty condition a cleaning charge will be incurred.

On all journeys where children under the age of 17 years are carried, or people with mobility problems, the driver must be accompanied by at least one other responsible adult to assist with reversing manoeuvres and to ensure that younger and vulnerable passengers are supervised,

safe and can be properly evacuated in the case of an emergency. That person must be seated throughout the journey at the rear of the vehicle. Any children under the age of 3 years must travel in a suitable car seat. EDCT LTD has a limited number of car seats which can be supplied upon request if available. All but the 16 seat minibus are fitted with "any-age" seatbelts for those aged 3 and over.

When transporting people in wheelchairs, the driver must ensure that the wheelchair is properly secured and that the person travelling in the wheelchair is comfortable and safely strapped in. Only authorised adults should be involved in getting people in wheelchairs on and off the vehicle. Drivers must complete the MiDAS part 2 accessibility course to use the tail-lifts

Drivers and passengers must wear seat-belts at all times unless there is a medical reason and dispensation given for not doing. Adult leaders are responsible for ensuring that children wear their seat-belts.

The vehicles are not to be overloaded under any circumstances. Only seated passengers (plus people travelling in secured wheelchairs) can be carried – one person per seat. The fully-loaded weight of EDCT LTD vehicles cannot by law exceed 3.5 Tonnes. Therefore, do not overload the vehicle with unnecessary luggage and do not put obstructions in the aisles or at a height at the rear of the vehicle that will restrict the view of the driver. Similarly, passengers must not unnecessarily obstruct the driver or take his/her attention away from controlling the vehicle.

Seats can only be removed with prior permission from a member of EDCT LTD staff.

The vehicle must not be used to carry goods or materials except personal luggage, which must not be placed in the gangway or, obstruct any doorways or exits. Personal property is the responsibility of the individual/group and is not covered by our insurance.

The bus must not be used for commercial or personal purposes. Those who hire it out for personal use are not insured and are breaking the law as well as jeopardising our licence. It must only be used by the registered membership group.

No inflammable or other dangerous substances should be carried unless it is properly packed so that it will not cause any damage to the vehicle or injury to passengers. Diesel fuel must not be carried in the vehicle.

All EDCT LTD vehicles are checked for cleanliness, safe operation and roadworthiness on a regular and scheduled basis. However, it is the responsibility of the driver, prior to embarking on a journey, to check that the windows are clean and uncracked, there is sufficient windscreen washer water in the washer bottle, the lights are all working correctly, there is at least ¼ of a tank of fuel, sufficient oil (between minimum and maximum) showing on the oil dipstick and water coolant. A bodywork check must also be undertaken and

any scratches or damage noted as a damage trail will end at the hirer who used the vehicle prior to the damage being logged.

The driver must ensure that the log sheet within the Driver's Manual held within each vehicle is accurately and fully completed every time the vehicle is used, and all accidents, damage, faults and breakdown must be reported as directed in the Driver's Manual.

Drivers must not use a mobile telephone while driving the vehicles. If prosecuted a fine of up to £2000 could be incurred.

We operate on a Section 19 licence meaning that drivers must not drop off or collect passengers at bus stops. Please find a suitable, safe place to stop the minibus.

Vehicles must be collected and returned within the times made whilst booking unless agreed with booking staff.

The keys for the vehicle must be returned in line with the procedure as agreed with the EDCT LTD booking staff.

East Durham Community Transport Ltd reserves the right to refuse hire of any vehicle within the EDCT LTD fleet to any potential hirer.

Any malicious damage caused by the hirer or part of the party of the hirer using the vehicle to the person or property of another will be the responsibility of the hirer, and any acts of the hirer or the party of the hirer that breaks the law of the land and comes to the attention of EDCT LTD will be reported by EDCT LTD to the appropriate authorities and membership revoked.

C Hepple

Christine Hepple
Chair – EDCT Ltd Management Board

Notice to Member Groups
East Durham Community Transport Ltd
Pricing Policy

Vehicle Hire Charges

As an East Durham based charity and local community service provider we understand the difficulties in obtaining funding to embark on any kind of travel. However, we still need to generate income to meet our match funding obligations with the Grant-making Trusts and other organisations that support our good works.

To aid the hirer, EDCT LTD fuel all vehicles prior to hire and a 40 pence per mile charge is made to cover the fuel and general vehicle wear and tear. Fuel cards are issued to hirers when a journey is expected to exceed a full tank of fuel.

The current charges from June 1st 2013 are as follows (VAT is zero rated) **subject to change**:

Hire Period	Cost 17, 16,12 seater (16/15/12 passengers)	Cost 25 seater (24 passengers)
0-6 hours	£46.50	£73
6-24 hours	£66.50	£105
Sat-Sun	£125	N/A
4pm Fri pm - 4pm Sun pm	£145	N/A
Working Week	£310	N/A
Full Week	£385	N/A
Additional charge per hire	40p per mile	40p per mile
Membership (renewable Jan)	£12 per annum	

MIDAS Providers

Company	Contact name	Tel:	Tel:	Email/website
Pro Drive Sunderland	Bert Moncur	07966 539 179		www.prodrivetraining.org.uk
Driver Training North East	Brian Harrison	0845 625 0505	07790 230 135	info@driver-training-northeast.co.uk
The Gate	John Gibson	0191 5691420		
Durham County Council	Kevin Steele	03000 269 356		
ELCT	Jonathan Cook	0191 5261071		elcaptransport@hotmail.co.uk