

WALSALL COMMUNITY TRANSPORT
TERMS AND CONDITIONS OF HIRE 2023

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INTRODUCTION

This handbook sets out the procedures, and terms and conditions for hiring minibuses operated by Walsall Community Transport.

Transport is available to non-profit making community and voluntary groups and statutory agencies in Walsall area and the surrounding area.

All minibuses are operated under the *Small Bus Permit* legislation, Community Transport is the registered holder of all the Permits and every hire is carried out under the terms of the Permit.

All hires take place in the name of Walsall Community Transport. A vehicle cannot be hired for activities (or as part of activities) which are profit making.

VEHICLES

There are currently 25 vehicles in the Community Transport fleet, seventeen low-floor 15-seater minibuses, seven 15-seater minibuses with step access and one 16 standard seater minibus.

Seven Community Transport minibuses are fitted with passenger-lifts and have removable seats to allow the carriage of passengers in wheelchairs. Seventeen vehicles have ramp access for wheelchairs.

All the saloon seats in our vehicles are fitted with three-point inertia reel restraint systems.

Seatbelts are now required by law to be worn at all times whilst travelling on vehicles except for emergencies. It is the responsibility of each individual passenger (or the responsible accompanying adult in the case of children under the age of 14) to ensure they comply with this Law and not that of the driver. Passengers must use the available restraint systems at all times, unless they hold a medical exemption certificate.

The passenger capacity of the fleet ranges from 15 to 16.

The maximum number of seats is reduced by two when carrying passengers in a manual wheelchair (see clarification from office staff for powered wheelchairs).

Each minibus is equipped with:

- Wheelchair restraining equipment.
- A first aid kit.
- Two fire extinguishers.
- Blue parking permit (Accessible vehicles only)
- Out of office & breakdown contact details.

SELF-DRIVE MINIBUS HIRE

SMALL BUS PERMIT OPERATION

Technically, because all hires take place under the auspices of our *Small Bus Permits*, every hire is considered to be the supply of transport with a driver. However, for the sake of clarity, when the hirer nominates a driver from our *Register of Drivers*, this is referred to as self-drive minibus hire.

REGISTER OF DRIVERS

Entitlement to drive minibuses in the Community Transport fleet is partly determined by the date when a driver passed his/her UK manual car driving test. Drivers who passed the test before 1 January 1997 have an automatic entitlement (until the age of 70) to drive a minibus with 9-16 passenger seats. The old style of driving license will show a driving entitlement of category A (cars). The new style of driving license will show category B (cars) and D1 (9-16 passenger seat minibuses).

Drivers who passed the test after 31 December 1996 are required to pass a further driving test in order to gain entitlement to drive a minibus with 9-16 passenger seats (category D or D1 on the new style driving license). However, under certain circumstances, a driver may drive such a vehicle without the need for such a test. (For more information contact our MiDAS Trainer)

A driver who passed the manual car driving test after 31 December 1996, and who has subsequently passed a further driving test which gives an entitlement to drive category D or D1 vehicles, is required to have held his/her driving license for a minimum of 1 year.

When a driver reaches the age of 70, entitlement to drive a minibus with 9-16 passengers is lost unless s/he passes a medical.

In addition, a driver must:

- Be between the ages of 25 and 75.
- Be able to answer "NO" to the following questions:
 - a) Have you had any convictions within the last 5 years, or do you have any prosecutions pending?
 - b) Have you had an accident whilst driving a motor vehicle in the last 3 years?
 - c) Has any period of a ban from driving been operative within the last 5 years?
 - d) Has any company or underwriter ever declined, cancelled or refused to renew any motor insurance, or increased the premium or policy excess, or imposed special conditions?
- Provide details about any medical condition, or medical history (whether physical or mental, including defective vision not corrected by glasses or hearing loss not corrected by a hearing aid) that may affect his/her ability to drive a minibus. In addition, details about any medication that is currently being taken, including dosage, should also be provided.

- Successfully undertake a MiDAS (Minibus Driver Awareness Scheme) driving assessment and attend the relevant MiDAS training course(s).

MiDAS is the UK national standard for the assessment and training of minibus drivers, and consists of three modules:

1) On-Road Driving Assessment

This is carried out on a one-to-one basis. Every driver gets a written copy of their assessment, along with suggestions for improving their driving technique.

2) Standard Training Module

This is compulsory for all minibus drivers and provides information on: *Responsibilities of a Minibus Driver, Passenger Safety, Child Passenger Safety, Defensive Driving, Personal Safety and Breakdown, Accident & Emergency Procedures.*

3) Accessible Minibus Training

This module is only compulsory for drivers who intend to carry passengers with mobility difficulties (e.g. those travelling in wheelchairs, and those who may require to use the passenger lift); however, all drivers are welcome to attend. This session covers the following areas: *Passenger Awareness and Assistance, Wheelchair & Passenger Restraint Systems and Passenger Lifts.*

The on-road driving assessment takes into account the following factors:

- Confidence in handling the vehicle.
- Ability to drive the vehicle in such a manner as to be comfortable and safe for passengers.
- Correct use of brakes. Braking hard in an empty vehicle may lead to skidding. Harsh braking is uncomfortable for passengers and bad for the vehicle.
- Good clutch control (not keeping the clutch partially depressed), gear changing and correct use of gears.
- Correct use of the accelerator.
- Good observation of all traffic situations.
- Use of mirrors and signals.
- Correct speed for road conditions. Slowing down when visibility is bad. Observing all speed limits.
- Consideration for other road users.
- Ability to satisfactorily perform one or more manoeuvres, such as a 3-point turn, reversing round a corner or into a parking space.

Drivers who successfully complete the MiDAS assessment and training session(s) will receive a nationally recognised MiDAS certificate, have their name entered on the MiDAS register of drivers, and will receive their own copy of the comprehensive MiDAS Minibus Driver's Handbook.

The cost of the MiDAS course is £100 standard / £125 accessible. Candidates who do not meet the required standard on their initial driving session will incur a £25 charge for any subsequent driver training sessions booked – both amounts are inclusive of VAT.

MiDAS driving assessments and training courses are carried out by Walsall Community Transport staff that are accredited MiDAS Driver Assessor/Trainers.

A MiDAS driving assessment and relevant training course(s) must be booked in advance of a self-drive hire.

Drivers must bring their driving licence to the Community Transport office at the time of a driving assessment: failure to do so will result in the assessment being cancelled.

VEHICLE FAMILIARISATION

A driver who has successfully undertaken a MiDAS driving assessment, and attended the relevant MiDAS training course(s), will be eligible to drive any minibus in the Community Transport fleet. However, due to the varying levels of equipment on different minibuses, a vehicle familiarisation (which may include a short on-road session) will be required before a driver can drive a vehicle other than the one in which the on-road assessment was carried out. A vehicle familiarisation can often be carried out immediately before the start of a hire, but must be pre-booked.

A driver who has obtained the appropriate MiDAS certificate(s) from an agency other than Walsall Community Transport will not normally be required to undertake a further driving assessment. However, WCT will still need to see the driving licence and MiDAS certificate of such a driver before s/he can drive a vehicle in the WCT fleet. A vehicle familiarisation is also required for each type of vehicle in the WCT fleet.

INSURANCE

Vehicles in the WCT fleet are driven under cover provided by **First Underwriters Insurance** arranged by **Wrightsure Insurance Brokers**.

Insurance cover may be invalidated if any of the information contained on the WCT insurance form is subsequently found to be false or inaccurate. Any material changes to the information on a driver's licence must be notified to WCT before that person next drives a WCT vehicle in the fleet. Similarly, should a driver have an accident whilst driving any motor vehicle after his/her name is entered on the WCT *Register of Drivers* that fact must be disclosed to WCT before that person next drives a vehicle in the WCT fleet.

Walsall Community Transport reserves the right to remove a person from the *Register of Drivers* if:

- That person is involved in a serious own-fault accident.

- That person has more than one minor own-fault accident in any 12 month period.

In all such cases, WCT shall be the sole arbiter when determining whether an accident is serious or of a minor nature.

Minibuses must not be used for the carriage of goods.

VEHICLE BREAKDOWNS

All minibuses in the Community Transport fleet are covered by Nationwide Assistance. In event of breakdown or accident please contact the office or out of hours number on the SELF DRIVE HIRE SHEET for further instructions, this sheet also contains general details about what to do in the event of a breakdown or accident.

OFF-ROAD USE

Vehicles in the WCT fleet should not be driven "off-road". If a driver causes loss or damage to a WCT fleet vehicle by going "off-road", the costs of any necessary repairs will become the hirer's responsibility.

PASSENGER SAFETY

If a risk assessment is required please contact our office for a copy.

The Company will not accept any liability for damage, injury or loss by any passenger standing up or walking around the vehicle whilst in motion.

CHILDREN

Community Transport ask that groups that carry children/teenagers up to the age of 17 have a passenger assistant, (this cannot be the driver), we ask that the passenger assistant travels in the back of the minibus to supervise the children/teenagers.

All passengers must wear seatbelts when travelling in the minibus, Community Transport can supply child seats, groups are asked to ensure that they have the relevant equipment when carrying young children. If a group requires booster/child seats please let WCT know in advance (see Child Car Seats).

MAKING A BOOKING

Bookings are subject to vehicle availability. Booking enquiries can be made through our website www.walsallct.org.uk via e-mail at enquiries@walsallct.org.uk or by telephoning the office. Upon indicating that a request for travel can be accommodated WCT will confirm in writing by post or email details of the booking made to the main contact of the group.

It is important that careful consideration is given to the times for which you wish to hire the vehicle, especially the return time. This is to ensure that you have the vehicle long enough to complete your journey, but also that you do not keep it unnecessarily when other groups could be using it. If, for example, you have booked

a vehicle until 5.00 p.m., then it must be returned by this time. Furthermore, the vehicle may require to be fuelled, or seats may need to be removed/replaced. If you think you may be unavoidably delayed in returning the vehicle, please telephone the Community Transport office.

Wilfully keeping a vehicle longer than the pre-booked return time will render the hirer liable to financial (or other) penalties (see clause 23 of the *Terms & Conditions of Vehicle Hire*). When there is an accident or breakdown, this does not apply.

Please note that the Community Transport offices are closed at weekends and on local bank holidays. If you have a vehicle booked at these times, you must pick up the keys and hire sheet before 5.00 p.m. on the preceding Friday. Community Transport reserves the right to refuse a self-drive hire booking if a suitable escort cannot be provided. If you are using the minibus in the evening or at the weekend, the minibus must be returned to the depot. Keys and paperwork must be posted through the letterbox located on the office door.

CHARGES

Please contact Walsall Community Transport for a copy of the most recent price list.

WITH-DRIVER MINIBUS HIRE

SMALL BUS PERMIT OPERATION

Technically, because all minibus hires take place under the auspices of our *Small Bus Permits*, every hire is considered to be the supply of transport with a driver. However, for the sake of clarity, when the hirer requests us to nominate a driver from our *Register of Drivers*, this is referred to as with-driver minibus hire.

AVAILABILITY

The with-driver minibus hire service is provided by volunteer drivers. The number of with-driver hires that Community Transport can carry out will vary from time to time because of the fluctuating size of the volunteer pool. WCT could provide a paid driver to ensure the group has access to a minibus

DRIVERS

Every Community Transport driver is fully qualified under the MiDAS scheme. Drivers also undertake additional training in areas such as *Minibus Fire & Evacuation Procedures, First Aid, etc.*

Drivers volunteering for Community Transport carry a lot of responsibility and, should they feel it necessary, the final decision to cancel a journey (e.g. because of bad weather) lies with them.

The Community Transport pool of volunteer drivers: it is a delicate job to strike a balance between maintaining a volunteer's interest, and also ensuring that they are not taken for granted. It is, therefore, vital that groups making use of this service do

not make unreasonable requests of the volunteer. For example, a group should not unreasonably request a Community Transport driver to pick up more than the agreed number of passengers. A Community Transport driver reserves the right to refuse a request if s/he believes it is unreasonable.

PASSENGER ASSISTANTS

Community Transport is unable to offer a passenger assistant on with-driver minibus hires. It is, therefore, the responsibility of the hirer to provide a reliable and competent passenger assistant. A passenger assistant is compulsory if children or other vulnerable passengers are to be carried. WCT reserves the right to refuse a with-driver booking if a suitable escort cannot be provided.

The escort is normally expected to meet the driver at an agreed pick-up point, or at the first passenger pick-up point.

The escort's responsibilities include:

- Dealing with the needs of passengers.
- Escorting passengers to and from the vehicle.
- Assisting the driver in the event of an accident, breakdown or emergency by looking after the passengers.

PASSENGER SAFETY

Community Transport drivers will not be responsible for lifting a passenger during the course of a hire. WCT drivers will operate the passenger lift and secure the wheelchair during hires.

It is the hirer's responsibility (where applicable) to assess each passenger's ability to transfer safely from a wheelchair to a seat in a WCT minibus, and from such a seat to a wheelchair. WCT reserves the right to make its own determination about the use of steps or a passenger lift, and similarly about a transfer to and from a minibus seat, if the driver believes that safety has been compromised by the hirer's assessment.

The Company will not accept any liability for damage, injury or loss by any passenger standing up or walking around the vehicle whilst in motion.

MAKING A BOOKING

When a group requests a with-driver hire, Community Transport may accept the booking subject to driver availability. WCT will make every effort to find a driver and will inform the hirer of the outcome as soon as possible.

Upon indicating that a request for travel can be accommodated WCT will confirm in writing by post or email details of the booking made to the main contact of the group.

A group should give careful consideration to route planning when requesting a with-driver hire, especially if it involves multiple pick-ups. For example, if a group of people is being picked up for a club meeting, it is not a good idea if the first person

to be picked up ends up being on the minibus for over an hour. If groups provide Community Transport with a list of pick-ups the driver will plan the route to get the journey carried out by the easiest route.

It is also important to be accurate about the number of passengers travelling in wheelchairs. For example, if the minibus is set up to carry one person travelling in a wheelchair, the driver can only pick up one such passenger.

Details of passengers wishing to travel seated in their wheelchair must be supplied when booking. To conform to MDA Guidance on the Safe Transportation of Wheelchairs, groups are required to give details of the manufacturer and model of each wheelchair so the appropriate safety equipment required can be identified. Community Transport reserves the right to refuse to transport any wheelchair user if information has not been provided.

It is the hirer's responsibility to provide Community Transport with accurate information about the destination and/or venue for a with-driver hire. This includes details about the precise address, identification of any hazards, and the provision (where necessary) of directions.

The company gives its advice on journey times in good faith, however as a result of a breakdown or traffic congestion, or other events beyond the control of the company, journeys may take longer than predicted and in those circumstances, the company will not be liable for any loss or inconvenience suffered by the hirer as a result.

Bookings can be made via e-mail at enquiries@walsallct.org.uk or by telephoning the office.

EMERGENCIES

You MUST be able to provide a contact telephone number that will be staffed during the time of the hire. This is especially important for hires outside normal office hours. If you do not provide such a telephone number, Community Transport cannot be held responsible for any failure to inform you about any emergency or other problem associated with the hire: e.g. a breakdown on the way to the first pick-up.

CHARGES

If the driver drops a group at their destination and has to return to the pick-up point later in the hire, the group must pay for all 4 journeys involved in the hire.

CHILD CAR SEATS

Child Car Seats for infants/children may be carried in our minibuses but must be pre-booked and instructions for securing the chair must be produced on the day of travel for inspection by the driver. Community Transport have a number of child seats that can be made available to groups, however the age and weight of each child wishing to use a seat must be given prior to travel. Unfortunately, child car seats are not suitable to be used on or fastened to a coach seat and therefore will not be carried

inside the coach. Booster seats are acceptable on all our vehicles but must be provided by the responsible adult supervising the infant/child.

LUGGAGE

All luggage and other personal belongings are carried at the owner's risk and whilst Community Transport accepts responsibility for the unloading of luggage from the luggage holds (not accessible from the interior of the coach), hand baggage or other personal possessions left inside the coach will be the passengers own responsibility. Community Transport do not (currently) place a restriction on the amount of luggage passengers may carry but items carried inside the vehicle must be stowed away either under or above seats and must not block gangways or emergency exits.

To meet Health and Safety requirements concerning the manual handling of luggage by drivers there is a weight limit of 20 kgs (44 lbs.) per item. Community Transport reserve the right to refuse to carry items deemed by the driver to be in excess of this weight or they may ask you for your assistance or for you to handle your own luggage in and out of the luggage holds.

Any loss of or damage to luggage should be reported at the time of such loss or damage to the driver. Community Transport cannot accept responsibility for any such loss or damage unless it is caused by the proven negligence of the company representative involved

Certain items are not permitted to be carried inside the coach. These are child car seats (see above), walking frames, electric scooters and oxygen cylinders. These items may be carried at the discretion of the company in the luggage hold of the coach provided the company is notified of this requirement at the time of booking or 7 days prior to the date of travel.

COMPLAINTS

In the event of complaint about the company's services, the hirer should endeavor to seek a solution at the time by seeking assistance from the driver or from the company. If this has not provided a remedy, complaints should be submitted in writing and with 14 days of the termination of the hire. No correspondence will be entered into unless we are notified within the time specified.

TERMS & CONDITIONS OF VEHICLE HIRE

TERMS & CONDITIONS OF VEHICLE HIRE: GENERAL

1. Bookings for vehicle hires are only accepted from members of Walsall Community Transport. WCT will only accept bookings from personnel authorised by the member group to make bookings on their behalf. A member is responsible for the payment of any hire, accepted in good faith by WCT, booked by an authorised person in its name.
2. All accounts must be paid promptly. For 'Self Drive' bookings invoices are sent out after the completion of the hire and must be paid within 14 days. For 'With Driver' bookings invoices are presented for payment 56 days before

the date of the hire and must be paid 7 days prior to travel, WCT reserves the right to cancel a hire if payment has not been received. WCT reserves the right to refuse bookings to any group whose account is overdue. Non-payment of invoices will result in loss of membership.

3. The invoice for any particular hire will be the responsibility of the hirer.
4. Drivers and passengers are not allowed to smoke in any WCT vehicle. WCT reserves the right to refuse hires from groups who persistently ignore this regulation and reserves the right to levy a charge (for details see current charges) for clearing up debris caused by smoking. Hires should be aware that the consumption and or carrying of alcohol in the passenger compartment of company vehicles is strictly forbidden.
5. Vehicles must be returned in a clean and tidy condition: all rubbish must be removed from the vehicle before the end of the hire. Failure to do so may result in a surcharge being added to the hirer's invoice (for details see current charges).
6. Community Transport reserves the right to ban a driver from driving any vehicle in the Community Transport fleet should that person allow another person who has not passed the MiDAS driver assessment (or who has not attended the relevant MiDAS training course[s], or who has not been through the relevant Community Transport vehicle familiarisation process) or who is not registered with Community Transport to drive a vehicle in the Community Transport fleet. In such circumstances, the driver(s) may be liable to prosecution.
7. Community Transport reserves the right to ban a driver from driving any vehicle in the Community Transport fleet if there are reasonable grounds for believing that person knowingly failed to report any damage to, or accident involving, a vehicle in the Community Transport fleet whilst it was in their care (i.e. during a hire).
8. Should a group fail to turn up for a booked hire or give little or no notice of cancelling their hire, Community Transport reserves the right to levy a charge for each day cancelled.
9. Should a group persistently cancel their bookings, Community Transport reserves the right to levy a charge for each day cancelled, regardless of the length of notice given for the cancellation.
10. Community Transport reserves the right to reject, cancel or vary any booking if the purpose for which the vehicle is to be used is inconsistent with the aims, objectives, or rules of Community Transport.
11. In the event of cancellation or change to a booking by Community Transport, no liability can be accepted for any loss, financial or otherwise, arising from our failure to provide a vehicle, and Community Transport cannot be held responsible for breach of contract in such circumstances. WCT will return all monies paid in full and without liability.

TERMS & CONDITIONS OF VEHICLE HIRE: SELF-DRIVE HIRE

12. Anyone driving a vehicle in the Community Transport fleet must be on the Community Transport *Register of Drivers* and have successfully undertaken the MiDAS driving assessment and relevant training course(s).
13. Should a driver provide false or inaccurate information at the time of registering with Community Transport, and insurance cover is consequently invalidated, Community Transport reserves the right to take legal action against the relevant parties.
14. Drivers must notify Community Transport of any changes in the circumstances relating to their driving licence (including changes in health) which occur after they have completed the insurance form.
15. Upon collecting a vehicle or keys to a vehicle a driver must present their driving licence for inspection, they are also required to complete a driver declaration form stating they comply with the requirements of WCT's *Register of Drivers*.
16. Any fines during self-drive hires resulting from illegal parking will be passed onto, and are the responsibility of, the hirer. Community Transport reserves the right to make payment and then recover the amount from the hirer.
17. Any prosecution of a driver arising from the use of a Community Transport vehicle while on self-drive hire will be the responsibility of the hirer and/or driver. This includes any charges against a driver arising from vehicle defects.
18. Drivers must not drive whilst under the influence of drugs or alcohol.
19. Drivers must not indulge in dangerous driving or abuse the vehicle.
20. Drivers must inspect the vehicle before and after each hire and note down any damage or fault on the self-drive hire sheet.
21. The hirer is responsible for maintaining correct oil and water levels, and correct tyre pressures, during the period of the hire.
22. 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.
23. Minibuses must be returned no later than the previously booked time. Should an unauthorised late return of a vehicle result in another group being unable to hire the vehicle at the time they booked, any resultant financial liability may be passed on to the first group. Wilfully keeping a vehicle beyond the booked time can be construed as taking the vehicle without the owner's consent. In such cases, Community Transport reserves the right to take any appropriate action to recover the vehicle. Community Transport reserves the right to levy an additional surcharge in the event of an unauthorised late return of a vehicle (for details see current charges). Community Transport reserves the right to refuse hires from groups who are persistently late in returning vehicles.
24. Receipts for fuel, oil or minor repairs incurred during a self-drive hire must show VAT (if applicable) and be returned to the Community Transport,

together with the self-drive sheet and vehicle keys. Failure to do so will result in these costs NOT being deducted from the invoice.

25. Any accident or damage to the vehicle must be notified to Community Transport as soon as possible.
26. Collision Damage Waiver is included in WCT charges however where there is damage to a vehicle as a consequence of negligence or the wilful actions of the hirer (and vehicle occupants) this will not be covered, and the hirer will be entirely responsible and will be required to pay either the insurance policy excess of £250 or the full repair costs (whichever is lowest).
27. 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.
28. Groups (and their driver) making use of the organisation's 'Out of Hours' service as a consequence of their actions (e.g. lost keys) resulting in the staff attending WCT's depot will attract a call out charge per instance and an additional mileage / travel costs if staff are required to attend elsewhere (for details see current charges).
29. Any misuse of the WCT minibus will result in a driver being removed from the *WCT Register of Drivers*

TERMS & CONDITIONS OF VEHICLE HIRE: DISCOUNT CODES

Where special discounted rates are offered by Walsall Community Transport the following conditions apply:

30. The discount entitles groups to approx. 30% off the cost of any self-drive vehicle daily hire charge as stated in WCT's 2023 Minibus Tariff.
31. To qualify for the discount, groups must supply evidence showing an annual income of less than £5000 for the previous year.
32. If accepted, groups will be issued with a Discount Code valid for 12 months.
33. The Discount applies only to our self- drive minibus hire and cannot be used in conjunction with any other discount or offer.
34. The Discounted Rate Code entitling you to this offer must be quoted to us each time you make a booking.
35. Cancelled bookings will invalidate the use of a code and standard cancellation charges will apply.
36. WCT reserves the right, where necessary, to undertake all such action as is reasonable to protect itself against fraudulent or invalid redemptions including, without limitation, to require further verification as to the identity, financial income, and other relevant details of a member group.
37. WCT reserve the right to vary or withdraw this offer at any time.

TERMS & CONDITIONS OF VEHICLE HIRE: LET'S CHAT BOOKINGS

38. WCT are currently able to offer transport to groups through the Let's Chat Scheme for local trips to destinations within a 10-mile radius of Walsall Town Centre.
39. Bookings should be made using our Let's Chat booking form.
40. Each passenger would need to register with the Let's Chat scheme and would be charged £1.30 per journey.