



Mill Hill Primary School

Minibus Hire Policy

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Co-ordinator responsible for the policy in consultation with the staff and governors:

Business Manager

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Introduction

This policy sets out the procedures, and terms and conditions for hiring minibuses operated by Mill Hill Primary School.

Our minibus hire service is only available to non-profit making community and voluntary groups in the Havant and Waterlooville area.

All minibuses are operated under the Section 19 Standard Permit legislation. Hampshire County Council is the registered holder of a Section 19 Standard Permit for each minibus, and every hire is carried out under the terms of the permit. This means that:

- A minibus can only be hired by group members of Hampshire County Council
- A minibus cannot be hired by an individual or a member of the general public
- All hires take place in the name of the school that is hiring the minibus.

A minibus cannot be hired for activities (or as part of activities) which are profit making. This means that a minibus cannot be hired by a private residential home, a private nursing home or a private nursery.

Whilst on hire, a minibus can only be driven by someone who has been MiDAS trained and can produce a certificate on request. Subject to availability, a minibus may be hired by a group member on either a self-drive basis or a with-driver basis.

Policy

Minibuses

There are 2 minibuses owned and operated by Mill Hill Primary School. Passengers must use the available restraint systems at all times, unless they hold a medical exemption certificate.

The seating capacities (including the driver) for are:

- Red minibus - Maximum number of passengers including the driver = 17
- White minibus - Maximum number of passengers including the driver = 14

Each minibus is equipped with:

- A first aid kit
- One fire extinguisher
- A de-icer and scraper
- Information card
- Mileage log

Minibus maintenance

The school will maintain and repair both minibuses in line with Hampshire County Council guidance, to include both an internal monthly inspection and regular inspection by an external provider (garage). MOT and service will be carried out annually.

The monthly inspection of each vehicle will be undertaken by the caretaker the using inspection checklist in Appendix 1.

Register of drivers

Entitlement to drive minibuses is determined by whether the driver has MiDAS training and not when they passed their driving licence. This is because both minibuses are within the legal weight of driving licences without D1.

Driving Licence description

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 licence will show a driving entitlement of category A (cars). The new style of driving licence 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 licence). However, under certain circumstances, a driver may drive such a vehicle without the need for such a test. These circumstances are as follows:

- a) The driver has held a full driving licence, with entitlement to drive a car (category B), for at least two years.
- b) The minibus is used for social purposes by a non-commercial body.
- c) The driver is providing his/her services on a voluntary basis (i.e. unpaid except for reimbursement of expenses).
- d) The gross (i.e. laden) weight of the minibus is not over 3.5 tonnes (or 4.25 tonnes if the vehicle has a passenger lift and is capable of carrying people with disabilities).
- e) No trailer is towed.

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 licence 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.

Hampshire County Council insurance states that each driver must 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.

Proof of your MiDAS qualification must be produced upon collecting/booking a minibus. Failure to provide such certificate may result in the booking being cancelled.

Vehicle familiarisation

A driver who has successfully undertaken a MiDAS driving assessment, and attended the relevant MiDAS training course(s), will (subject to what follows) be eligible to drive either of the school minibuses. Very often, a vehicle familiarisation can be carried out immediately before the start of a hire, although it should always be pre-booked.

Insurance

Both minibuses are driven under insurance arranged by Hampshire County Council. Insurance cover may be invalidated if any of the information contained on the Hampshire County Council 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 the Business Manager of Mill Hill Primary School before that person next drives one of the vehicles. Similarly, should a driver have an accident or incur points on their licence whilst driving any motor vehicle after his/her name is entered on the school's Register of Drivers, that fact must be disclosed to the school before that person next drives a vehicle. These details will then be added to the Register of Drivers.

Mill Hill Primary School 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, the school 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.

If a claim is made by the school, the excess amount of £200 will be charged to the establishment which was hiring the minibus at the time of the accident.

Vehicle breakdown

Both minibuses are covered by Hampshire County Council's Motor Insurance Policy, which is underwritten by Zurich Insurance. The MiDAS Minibus Driver's Handbook contains general details about what to do in the event of a breakdown or accident. More specific information, including contact details, is provided in each minibus.

Off-road use

Neither minibus should be driven "off-road". If a driver causes loss or damage to a minibus by going "off-road", the costs of any necessary repairs will become the hirer's responsibility.

Minibus Information Card

Each minibus must display an up to date Minibus Information Card. Any changes must be added immediately and a new Information Card must be displayed.

Smoking

Smoking is prohibited in both minibuses.

Passenger safety

We recommend that lifting & handling of passengers in our minibuses should only be undertaken by individuals who have received training in the relevant techniques. When a passenger requires to be lifted, a basic risk assessment should be undertaken. Some of the factors that should be considered include:

- Is a lift necessary and appropriate?
- The weight of the passenger and the nature of their disability.
- The training undertaken by the relevant individuals, and the information that is available to them.
- Are lifting aids available?
- What practical steps are in place to minimise the risks involved?

It is the hirer's responsibility to assess each passenger's ability to use the steps when boarding a minibus.

Children

It is a requirement that all children (up to 16 years) sit on forward-facing seats and wear seatbelts. Remember that young children are required to use appropriate seating, and the school can provide child seats.

Making a booking

Bookings are subject to vehicle availability. One-off bookings can be provisionally made over the telephone but must be backed up by an application in writing – please see Appendix 2 for the hire request form.

Requests for regular bookings **MUST** be made in writing and should state dates, times, vehicle required, seating capacity, etc. Regular bookings for a vehicle can be made in blocks of up to three months, and can be booked up to four weeks in advance, subject to availability.

Should you wish to renew a block of regular bookings, please do so in writing; we do not issue reminders when such bookings are about to expire

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 4.00pm, then it must be returned by this time. The school's office closes at 4.15pm, unless special prior arrangements have been made to return the minibus at a later time. If you think you may be unavoidably delayed in returning the vehicle, please telephone the school office on 02392 256955.

Wilfully keeping a vehicle longer than the pre-booked return time will render the hirer liable to financial penalties. When there is an accident or breakdown, this does not apply. Please note that the school's office is closed at weekends, on bank holidays and school holidays. If you have a vehicle booked at these times, you must pick up the keys, mileage log and inspection sheet before 4.00pm on the preceding Friday.

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

Before any minibus is taken off site, the hirer **MUST** be made aware of the need to complete the mileage log, which is kept in the minibus, and the driver's vehicle and equipment checklist (found in Appendix 3 and available from the school office). This is regardless of the driver being a staff member of Mill Hill Primary School or from another HCC establishment. The minibus **CANNOT** be taken off site without the

knowledge that the log and checklist must be completed. This log is kept on-board the minibus and must be fully completed before the keys are handed in at the end of the hire. The driver's checklist must be handed in with the keys at the end of the hire.

Charges

All mileage is chargeable at £0.75 per mile. In addition, a daily hire charge of £15 is applied for whole or part day bookings.

Availability

All minibus hires are accepted at the discretion of the school's Business Manager. A passenger assistant is compulsory if children or other vulnerable passengers are to be carried. Mill Hill Primary School reserves the right to refuse a booking if a suitable passenger assistant cannot be provided.

The passenger assistant's responsibilities include:

- Dealing with the needs of passengers
- Passenger assisting passengers to and from the vehicle
- Assisting the driver in planning the route if the job involves multiple pick-ups
- Assisting the driver in the event of an accident, breakdown or emergency by looking after the passengers.

Passenger Safety

It is the hirer's responsibility to assess each passenger's ability to use the steps when boarding or alighting from a minibus. Similarly, 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 minibus, and from such a seat to a wheelchair.

Emergencies

Hirers 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.

Appendix 1



Monthly Minibus Inspection/Defect Report

Minibus Registration:

Date of Inspection:

Person completing Inspection:

Satisfactory = ✓

Defect = X

Not applicable = N/A

No	INTERIOR	IC
01	Driver's seat: condition & security	
02	Driver's seat belt: condition & security	
03	Passenger seats: condition & security	
04	Passenger seat belts: condition & security	
05	Mirrors – side and internal	
06	Driver's vision: condition of windscreen	
07	Windscreen wipers and washers	
08	Speedometer	
09	Horn	
10	Reversing alarm	
11	Steering control: wheel & column	
12	Foot brake control	
13	Hand brake : mechanism & control	
14	Emergency hammer	
15	Interior lights	
16	Indicators	
17	Interior – tidiness and condition	
18	Windows – open and condition	
19	Fuel gauge	
20	Permit 19 & tax disc on display & in date	

No	<u>EXTERIOR LAMPS</u>	
21	Direction Indicators: operation & condition	
22	Hazard warning: operation & condition	
23	Front sidelights: operation & condition	
24	Headlights: operation & condition	
25	Headlight aim	
26	Rear lights: operation & condition	
27	Rear fog lights: operation & condition	
28	Rear number plate light	
29	Rear reflectors	
30	Break lights: operation & condition	

No	EXTERIOR & ENGINE COMPARTMENT	IC
31	Driver's door	
32	Passenger doors	
33	Passenger steps	
34	Security & condition of body	
35	Road wheels and hubs	
36	Tyres: size & type	
37	Tyres: condition (record tread)	
38	Spare wheel & carrier	
39	Chassis: condition	
40	Fuel tank & system: security & condition	
41	Exhaust system: security & condition	
42	Power steering	
43	Suspension: general	
44	Shock absorbers: security & condition	
45	Brake fluid reservoir: condition & level	
46	Coolant reservoir & hoses: condition & level	
47	Oil level & leaks	
48	Paintwork & vehicle markings	
49	Number plates: condition	
50	Water level & leaks	

No	<u>MISC.</u>	IC

<u>TYRE TREAD DEPTH</u>							
FRONT AXLE		MIDDLE AXLE		REAR AXLE - OUTER		REAR AXLE - INNER	
Off-side		Off-side		Off-side		Off-side	
Near-side		Near-side		Near-side		Near-side	

<u>COMMENTS ON FAULTS FOUND</u>	
Check No.	Fault Details

<u>ACTION TAKEN ON FAULTS FOUND</u>	
Action Taken On Fault	Rectified By

Appendix 2



APPLICATION FOR THE HIRE OF MINIBUS

This application should be emailed to admin@millhill.hants.sch.uk at least 10 days before the hire date. Charges will be made through Hampshire County Council internal trading for HCC organisations.

DATE OF HIRE:

From and to (dates) Times:

Destination: Purpose of hire:

Name of organisation:

Name of driver:

Driving licence no: Clean: YES/NO

MiDAS certificate: YES/NO D1: YES/NO

Address of organisation:

Postcode:

Telephone no: Mobile:

We need to check driving penalties prior to hire. To do this we need drivers to give us a code from the website to access their licence details. The website address is:

<https://www.gov.uk/view-driving-licence> The code you are given lasts 21 days.

Code number for this hire:

I give permission for Mill Hill Primary School to check my details.

I have read and accept the conditions relating to the hire of the minibus as set out overleaf and agree to abide by these conditions.

Signed: Date:

All drivers should bring their driving licence and MiDAS certificate with them when collecting the minibus. If the driving licence is not a photocard, please bring another form of photo ID (e.g. passport)

Booking confirmation will be sent in due course. Please advise of any changes before the hire date.

Charges = £15 per day plus 75p per mile

Registration number of minibus: **GF13 EBV** (white) / **S470 JRV** (red)

Terms and conditions

1. These terms and conditions and the application overleaf constitute a rental agreement between myself and Mill Hill Primary School.
2. I agree to rent the minibus denoted on the application overleaf, providing any such term is not permitted by law, in which case such law controls.
3. I agree to return the minibus on the date overleaf or sooner.
4. The minibus must be returned to Mill Hill Primary School. An extra charge will be levied if the minibus is not returned to Mill Hill Primary School, unless alternative arrangements were mutually agreed in advance.
5. I agree to pay the charges stated overleaf.
6. In the event of damage resulting from an accident to the minibus, I agree to pay the insurance excess of £200. This amount will be refunded if the recovery from another source is possible.
7. In the event of damage to the minibus, both internal and external, which is not caused by an accident and not claimable from insurance, I agree to pay the full amount of the repair, including tyre punctures or replacements. This will also include the cost of valeting the minibus if this is deemed necessary.
8. I acknowledge that the rental charge does not include fuel, which will be invoiced at a cost of 75p per mile.
9. I agree to pay all fines, court costs and recovery expenses for parking, traffic and other offences.
10. I agree to pay additional rental charges if I fail to return the minibus by the date and time stated overleaf.
11. I agree not to permit the minibus to be used for hire or to carry passengers or property for hire, to tow or push anything, to be operated in a test, race or contest or on unpaved roads, or while under the influence of a controlled substance or contraband or for an illegal purpose, including the transportation of a controlled substance or contraband. A violation of this paragraph automatically terminates my rental and renders me liable to the school for all the penalties, fines, forfeitures and recovery and storage costs, including all related legal expenses.
12. Only the driver(s) named overleaf will drive the minibus during the stated period of this hire. The minimum age for drivers is 21 when used by a school and 25 when loaned or hired to outside groups. Drivers should have no more than 5 penalty points on their licence for the last 5 years.
13. Schools will be protected by insurance on Hampshire County Council's fully comprehensible policy. Other organisations (e.g. voluntary, charitable or welfare groups) will also be covered. A copy of the insurance policy is available from Mill Hill Primary School on request.
14. It is the responsibility of the driver to ensure that the vehicle is in a roadworthy condition at all times during the period of this hire.
15. I agree not to drive the minibus outside of England, Scotland or Wales.
16. I agree that the minibus can be repossessed at any times if found illegally parked, used to violate the laws and terms of this agreement, or appears to be abandoned. This re-possession will also apply if any statement overleaf is found to be fraudulent or a misrepresentation in order to hire the minibus. Notification in advance is not required.
17. I agree that Mill Hill Primary School is not responsible for loss or damage to any property left in or on the minibus.
18. In the event of a breakdown, the minibus is covered by Hampshire County Council's fleet RAC membership, the details of which are recorded on the minibus information card.

Appendix 3



Driver's vehicle and equipment checklist **(to be completed at start of hire)**

What needs to be checked:	✓ = okay, X = fault or damage
No obvious leaks – fuel, water, oil	
Bodywork condition	
Mirrors	
Windows – clear and undamaged	
Tyres and wheel fittings	
Door and exits	
Steps onto vehicle	
Number plates	
Fluid levels – oil, water	
Head/side/brake lights	
Indicator and hazard lights	
Interior condition	
Seatbelts condition	
Removable seats secure	
Emergency break glass hammer	
First aid kit	
Fire extinguisher	
With engine running:	
Steering	
Exhaust – no excessive smoke	
Wipers, washers	
Horn	
Heating and ventilation	
Brakes and handbrake	

Please give brief details of faults/defects: (if none found, please write NIL below)

Additional comments:

Date of hire/inspection:

Driver's name:

Driver's signature:

For office use:

Defect repaired: Yes / No	Vehicle booked into garage: Yes / No
Remarks:	Remarks:
Date:	Date:
Name:	Name: