

***LOTHIAN  
COMMUNITY  
TRANSPORT  
SERVICES***

**VEHICLE  
HIRE  
POLICY**

# CONTENTS

INTRODUCTION	01
VEHICLES	02
SELF-DRIVE VEHICLE HIRE	04
WITH-DRIVER VEHICLE HIRE	13
TERMS & CONDITIONS OF VEHICLE HIRE	16

# INTRODUCTION

Lothian Community Transport Services (LCTS) is an independent company limited by guarantee, and is also a charity registered in Scotland.

This handbook sets out the procedures, and terms and conditions for hiring vehicles operated by LCTS. For details about other LCTS services, (e.g. training, information and advice, development), contact the LCTS (Edinburgh) office.

The LCTS vehicle hire service operates from bases in Edinburgh and Midlothian. This service is available to non-profit making community and voluntary groups in Edinburgh, Midlothian and West Lothian.

All minibuses are operated under the *Section 19 Small Bus Permit* legislation. LCTS is the registered holder of a *Small Bus 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 LCTS. Therefore, a minibus can not be hired by an individual or a member of the general public.
- All hires take place in the name of LCTS.
- A minibus can not be hired for activities (or as part of activities) which are profit making. Therefore, a minibus can not 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 is on the *LCTS Register of Approved Drivers*.

Vehicles may, subject to availability, be hired by on a "self-drive basis" (see page 4) or a "with-driver" basis (see page 14). The "with-driver" service in Edinburgh is targeted at groups in the east of the city, and is only resourced to provide a small number of hires.

It is important to realise that demand for hiring vehicles in the LCTS fleet often exceeds the available supply and, therefore, LCTS can not guarantee that a member will be able to make all the bookings they would like.

Groups in Edinburgh and West Lothian should contact the LCTS (Edinburgh) office in order to hire a vehicle. Groups in Midlothian should contact the LCTS (Midlothian) office.

LCTS (Edinburgh)  
200 Sir Harry Lauder Road  
Edinburgh  
EH15 2QA

LCTS (Midlothian)  
6b Newmills Road  
Dalkeith  
Midlothian  
EH22 1DU

Tel. 0131-669 8899

Tel. 0131-663 0176

Office hours are 9.00 a.m. to 5.00 p.m. Monday - Friday.

# VEHICLES

## GENERAL

There are 6 accessible minibuses in the Edinburgh fleet, one standard minibus, and one accessible people carrier (Renault Trafic): there are 6 accessible minibuses in the Midlothian fleet. Due to its seating capacity, the Renault Trafic is operated under the car sharing legislation. Although the Renault Trafic is not classed as a minibus, a group can only hire it on the terms that apply to the hire of a minibus in the LCTS fleet (see pages 1 and 16-18).

Although LCTS is responsible for managing the entire fleet, individual vehicles are actually owned by different agencies. This is mainly because some minibuses are operated as part of LCTS's funding agreements, but is also due to the fact that LCTS can provide a vehicle management service in which the vehicle is operated on behalf of another owner.

All the vehicles, except the standard minibus, are fitted with a passenger-lift and have removable seats to allow the carriage of passengers in wheelchairs.

The seating capacities (including the driver) for the LCTS fleet are set out on the following page. The maximum number of seats is reduced when carrying passengers in wheelchairs.

Please note that the wheelchair and wheelchair passenger restraint equipment is only put on the minibus if, at the time of making the booking, the hirer has indicated that one or more passengers will be travelling in wheelchairs.

The saloon seats in each vehicle are fitted with 3-point inertia reel restraint systems. Passengers must use the available restraint systems at all times, unless they hold a medical exemption certificate. LCTS has a small number of baby/child seats that can be fitted in some vehicles. The need for baby/child seats should be made clear at the time of booking a hire. The use of a baby/child seat is compulsory in the people carrier for children under three years old, or older children under 1.35 metres in height.

Each vehicle is equipped with:

- First aid kit.
- Two fire extinguishers (one in the standard minibus).
- Spare bulb and fuse kit.
- Spill pack.
- De-icer and scraper.
- Dust pan and brush.
- *LCTS Driver's Pack*.

A *LCTS Driver's Pack* contains a copy of:

- |                                    |   |
|------------------------------------|---|
| ■ LCTS Vehicle Information Card.   | ■ <b>MIDAS</b> Minibus Driver's Handbook. |
| ■ LCTS Driver Information leaflet. | ■ Blue Badge Scheme leaflet.              |
| ■ LCTS Accident Report Form.       | ■ Highway Code.                           |
| ■ LCTS Vehicle Hire Policy.        | ■ Vehicle Manual.                         |
| ■ LCTS Complaints Procedure.       | ■ Edinburgh Road Map.                     |

## EDINBURGH FLEET

<u>Vehicle</u>	<u>Registration No.</u>	<u>Owner</u>			
Renault Trafic	SN54 FBG	LCTS			
Iveco	SN09 DVT	LCTS			
Iveco	SN54 JCZ	LCTS			
Iveco	SN04 KFT	LCTS			
Iveco	SN04 KFX	LCTS			
VW Crafter	SN10 FHF	City of Edinburgh Council			
Iveco	SN10 ETF	City of Edinburgh Council			
Iveco	SN10 ETO	City of Edinburgh Council			
			Maximum	Maximum no. of	Maximum no. of
			no. of seats	passengers in	passengers in
				manual wheelchairs	powered wheelchairs
Renault Trafic	8	2			1
09 reg. Iveco	17	4			4
54 reg. Iveco	13	1			1
VW Crafter	12	0			0
04/10 reg. Ivecos	16	4			4

Please note that the 04, 54, 09 and 10 registration minibuses are fitted with speed limiters, which limits the speed to 60mph (100kph).

## MIDLOTHIAN FLEET

<u>Vehicle</u>	<u>Registration No.</u>	<u>Owner</u>			
Iveco	YJ56 USF	LCTS			
Iveco	SN06 BHZ	LCTS			
Iveco	SN05 NSJ	LCTS			
Iveco	SN54 JCX	LCTS			
Iveco	SN53 BHX	Midlothian Council			
Iveco	SN53 BHY	Midlothian Council			
			Maximum	Maximum no. of	Maximum no. of
			no. of seats	passengers in	passengers in
				manual wheelchairs	powered wheelchairs
53 reg. Ivecos	15	3			1
Other Ivecos	16	4			4

Please note that all vehicles in the LCTS (Midlothian) fleet are fitted with speed limiters, which limits the speed to 60mph (100kph).

# “SELF-DRIVE” VEHICLE HIRE

## SECTION 19 SMALL BUS PERMIT OPERATION

Technically, because all minibus hires take place under the auspices of LCTS's *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 the *LCTS Register of Approved Drivers*, this is referred to as “self-drive” vehicle hire.

## LCTS REGISTER OF APPROVED DRIVERS

Entitlement to drive minibuses in the LCTS 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 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 that:

- 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 wishes to drive under the above exemptions will be required to sign a statement certifying that s/he meets the requirements set out in (b) and (c).

Driving on a voluntary basis is not something that is defined in law. However, LCTS has received advice that a person driving a minibus whilst undertaking duties on behalf of an employer can not be considered to be driving on a voluntary basis. Just because a person's contract of employment does not specify driving as a duty doesn't mean that any such driving could be considered to take place on a voluntary basis.

It is important to note that eleven of the twelve Ivecos in the LCTS fleet exceed the 4.25 tonnes limit. The VW Crafter is plated at 3.5 tonnes gw.

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 unless s/he passes a medical.

Since the Renault Traffic is operated under the car sharing legislation, a person can drive it with just car driving entitlement: i.e. the driver does not need category D or D1 driving entitlement.

In addition to the above qualifications, a driver of any vehicle in the LCTS fleet **must**:

- Be between the ages of 21 and 70.
- Complete and sign the LCTS insurance form: a photocopy of the driver's driving licence will be attached to this form.
- 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, that may affect his/her ability to drive a vehicle. If any such condition or history is declared, confirmation that DVLA has been notified will be required. Examples of medical history and conditions that DVLA require notification of include:
  - Coronary thrombosis or heart surgery.
  - Problems with your heart rhythm, or a disease of the heart or arteries.
  - Blood pressure not well controlled with drugs.
  - A stroke, or unexplained loss of consciousness.
  - Severe head injury with continuing after effects, or major brain surgery.
  - Parkinson's disease or multiple sclerosis.
  - Treatment for mental or nervous problems.
  - Alcohol or drug addiction problems.
  - Profound deafness and inability to communicate on the telephone.
  - Double or tunnel vision.
  - Any other condition which may affect your ability to drive a passenger-carrying vehicle.
- Obtain the relevant **MIDAS** (Minibus Driver Awareness Scheme) certificates(s). This also applies to drivers of the Renault Traffic, even though it isn't registered as a minibus.

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

## 1. Standard Training

This module is classroom based and is compulsory for all drivers. It takes approximately 3½ hours, and provides information on: *Responsibilities of a Minibus Driver, Passenger Safety, Child Passenger Safety, Defensive Driving, Health & Safety Awareness, Personal Safety and Breakdown, Accident & Emergency Procedures.*

The driver is required to pass a written multiple-choice theory assessment. The pass mark is 80%.

## 2. Accessible Minibus Training

This module is classroom based, but is compulsory only 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. It takes approximately 2 hours, and covers the following areas: *Passenger Awareness and Assistance, Wheelchair Tie-Down & Occupant Restraint Systems and Passenger Lifts.*

The driver is required to pass a written multiple-choice theory assessment. The pass mark is 80%.

## 3. On-Road Driving Assessment

This is carried out on a one-to-one basis, and takes approximately 1½ hours. The driver has an opportunity to practice driving a minibus, and is then required to pass a formal driving assessment. The driver has the option of requesting a copy of his/her assessment result, along with pointers aimed at improving his/her driving technique. A driver who achieved the pass mark in the *Accessible Minibus* training module is required to undertake, and pass, a practical test concerning the correct operation of Wheelchair Tie-down & Occupant Restraints Systems (WTORS). The LCTS **MidAS Driver Assessor/Trainer** will first give a demonstration of such operation.

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 manoeuvres such as a 3-point turn, reversing round a corner or into a parking space.

**MiDAS** driving assessments and training courses are carried out by LCTS staff who are accredited **MiDAS Driver Assessor/Trainers**.

Drivers who successfully complete the **MiDAS** assessment and training session(s) will receive a nationally recognised **MiDAS** certificate and have their name entered on the national **MiDAS** register of drivers. **MiDAS** certificates are valid for four years, after which a driver is required to undergo **MiDAS Refresher Training** (which will include a short driving assessment).

The cost of the **MiDAS** classroom based training sessions is £35 (+ VAT) for LCTS members, or £50 (+ VAT) for non-members. This covers both modules 1 and 2, with no reduction for a driver not attending module 2, and a copy of the **MiDAS Minibus Driver's Handbook**. The cost of a **MiDAS** driving assessment is £30 (+ VAT) for LCTS members, or £45 (+ VAT) for non-members.

A driver is required to attend Module 1 (Standard Training), and pass the written theory assessment, before becoming eligible to book an on-road driving assessment. The on-road driving assessment should be booked within 28 days of passing the theory assessment. It is not possible to book the on-road driving assessment for the same day as the classroom sessions(s).

**MiDAS** classroom modules should be booked at the LCTS (Edinburgh) office: on-road driving assessments are normally scheduled at the LCTS office from which a group will be hiring.

Drivers must bring their driving licence to the LCTS office at the time of the Standard Training module. If a driver fails to meet this requirement, s/he will be unable to attend the training session.

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

All drivers must abide by the rules set out in the *LCTS Driver's Information* leaflet, a copy of which is kept in each *LCTS Driver's Pack*.

## **VEHICLE FAMILIARISATION**

The **MiDAS** on-road driving assessment does not include a full vehicle familiarisation. This is because a hire very often takes place in a vehicle other than the one in which the on-road assessment takes place.

It is, therefore, a requirement that a vehicle familiarisation be booked in advance of a "self-drive" hire.

Because of the varying levels of equipment on different vehicles, and particularly because some vehicles are significantly longer and wider than others, a vehicle familiarisation will very often include a short on-road session and require the successful completion of a reversing manoeuvre. If either the on-road session or the reversing manoeuvre is not completed satisfactorily, the driver will not be allowed to drive that particular minibus. Additional training may be available at the discretion of the **MiDAS**

**Driver Assessor/Trainer.** For small minibuses and the Renault Trafic, a vehicle familiarisation can often be carried out immediately before the start of a hire, although it should always be pre-booked: for larger minibuses, it should be booked on a day well before the hire.

## **INSURANCE**

Vehicles in the LCTS fleet are driven under insurance arranged either by LCTS, City of Edinburgh Council or Midlothian Council. Vehicles owned by City of Edinburgh Council or Midlothian Council are covered by their insurance: however, LCTS administers the records of drivers insured for these vehicles.

Insurance cover may be invalidated if any of the information contained on the LCTS 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 LCTS before that person next drives a vehicle in the LCTS fleet. Similarly, should a driver have an accident whilst driving any motor vehicle after his/her name is entered on the *LCTS Register of Approved Drivers* that fact must be disclosed to LCTS before that person next drives a vehicle in the LCTS fleet.

LCTS reserves the right to remove a person from the *LCTS Register of Approved Drivers* if that person:

- Is involved in a serious own-fault accident.
- Has more than one minor own-fault accident in any 12-month period.
- Accrues an unacceptable number of penalty points on his/her driving licence.

In all such cases, LCTS shall be the sole arbiter when determining whether an accident is serious or of a minor nature, and what constitutes an unacceptable number of penalty points.

Drivers are responsible for ensuring that the vehicle being hired is safely and securely parked when not in use. Particular attention must be given to properly securing doors, windows and roof vents. Failure to comply with this requirement may result in a driver being restricted in the times that s/he is eligible to drive a LCTS fleet vehicle.

Insurance cover may be invalidated (or be subject to a penalty payment) should there be any loss from, or damage to, a vehicle as a result of it being left unsecured. Moreover, insurance cover will be invalidated should the vehicle be stolen when the vehicle's keys have been left in, or on, the vehicle. In any such circumstances, LCTS reserves the right to seek compensation from the driver and/or hirer for any costs arising from such loss or damage.

Vehicles must not be used for the carriage of goods.

All vehicles in the LCTS fleet carry an excess on insurance claims. However, by paying a *collision damage waiver* (CDW) of £3.00 (+ VAT) on each and every "self-drive" hire, a group avoids any liability for paying an insurance excess, provided that the vehicle is being used in accordance with the law and the *LCTS Terms & Conditions of Vehicle Hire*.

Payment of a CDW does not mean that the hirer can waive any liability for paying the equivalent of an insurance excess should the vehicle suffer any loss or damage due to

the driver's negligence: e.g. loss as a result of the vehicle being left unsecured, or damage caused by a failure to use the mirrors when manoeuvring in tight areas such as a narrow entrance.

## **REVERSING**

When reversing a vehicle, LCTS recommends that the driver enlists the help of a colleague who is trained in the use of hand signals. Such a person can guide the driver so that the vehicle is reversed safely. LCTS recommends that you ensure that one of your passengers has undertaken such training: e.g. a passenger assistant. However, vulnerable passengers should not be left unsupervised in order for a passenger assistant to guide a driver.

### **“WELL DRIVEN?”**

Vehicles in the LCTS fleet are sign written with the slogan “Well Driven? Telephone 0131-669 8899.”

LCTS maintains a log of all complaints received about the standard of driving. Each complaint is investigated. LCTS reserves the right to remove a person from the *LCTS Register of Approved Drivers* if, after investigation, it is determined that person failed to maintain the required standard of driving.

## **BREAKDOWNS**

All vehicles in the LCTS fleet are covered by the AA.: this includes "Home Start" and "Recovery". The **MiDAS Minibus Driver's Handbook** contains general details about what to do in the event of a breakdown or accident. More specific information is provided on the *LCTS Vehicle Information Card*.

Payment of a CDW will not cover the cost of replacing a tyre if it is damaged beyond repair due to kerbing, or driving whilst it is flat or punctured.

## **OFF-ROAD USE**

Vehicles in the LCTS fleet should not be driven "off-road". If a driver causes loss or damage to a LCTS fleet vehicle by going "off-road", the costs of any necessary repairs will become the hirer's responsibility. Damage caused in this way will not be covered by payment of a CDW. "Off-road" includes untarmacked tracks and parking in a field.

## **PARKING**

A driver of a LCTS fleet vehicle must adhere to parking regulations at all times. Any fines for illegal parking are the responsibility of the driver.

If the vehicle can not be parked off-street at night, it should be parked on the nearside of the road at least 10 metres from any junction.

When parking in busy or narrow streets, the driver should ensure that the wing mirror nearest to the flow of traffic (usually the one on the off-side) is folded safely in. Damage caused to a wing mirror that is not so folded in will not be covered by payment of a CDW.

## BLUE BADGE

Vehicles in the LCTS fleet are equipped with Blue Badges. These are located in clear plastic holders on the nearside of the windscreen, and are kept ***inward facing***. It is an offence to display a Blue Badge while a motor vehicle is being driven on the road. It is, therefore, the driver's responsibility to ensure that the Blue Badge is only facing outward when the vehicle is parked, and when at least one eligible passenger is being carried. Equally, it is the responsibility of individual drivers to ensure that the vehicle is not parked with the Blue Badge outward facing when eligible passengers are not being carried.

The **MiDAS Minibus Driver's Handbook** sets out the conditions under which Blue Badges can be used. In Scotland, if a Blue Badge is properly displayed, a vehicle may park without time limit on streets with single or double yellow lines, except where there is a ban on loading or unloading.

Although any prosecution arising from illegal use of a Blue Badge will be directed at the driver concerned, it is important to realise that the ultimate sanction is the withdrawal of all Blue Badges from LCTS: this would impact unfairly on those who have a genuine entitlement to use Blue Badges.

## PASSENGER SAFETY

As a general rule, a passenger should not be lifted to and from a wheelchair, as this can be dangerous for the passenger and the person doing the lifting. A transfer from a wheelchair to a vehicle seat should only be undertaken by a passenger who can safely perform this action themselves: this means that the passenger must be able to bear all or most of their own weight, and can make the transfer safely, easily and painlessly.

**However, should a hirer undertake the lifting of passengers in a LCTS vehicle, it will be the hirer's responsibility to ensure that any such lifting is only carried out by individuals who have received appropriate training in the relevant techniques.**

The Health & Safety Executive has advised LCTS that, when a passenger requires to be lifted, a robust 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 his/her 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 or passenger lift when boarding or alighting from a LCTS vehicle. 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 LCTS vehicle, and from such a seat to a wheelchair.

LCTS strongly recommends that passengers travelling in wheelchairs should have an appropriate headrest fitted to the wheelchair. Passengers in wheelchairs who travel in a LCTS vehicle without such a headrest do so at their own risk or at the risk of the hirer. LCTS is unable to supply headrests for passengers travelling in wheelchairs due to the

variety of wheelchair designs and the differing needs of wheelchair users.

Passenger seats must not be removed, or moved within the vehicle, unless a designated person from the hirer has been specifically authorised (and trained) to do so by LCTS. A person who removes, or moves, a passenger's seat without such authorisation and training risks incurring the liability for any injury occurring as a result of such removal or moving.

## **PASSENGER ASSISTANTS**

The provision of a passenger assistant by the hirer is compulsory if children or other vulnerable passengers are to be carried. Vulnerable passengers include those who:

- Are blind or visually impaired.
- Have a hearing impairment.
- Unable to travel independently.
- Have a walking difficulty.
- Use a wheelchair.

It is the hirer's responsibility to provide a reliable, competent and trained passenger assistant. LCTS can provide passenger assistant training courses.

The passenger assistant's responsibilities include:

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

## **CHILDREN**

The driver is legally responsible for ensuring that all children under fourteen years old wear an appropriate passenger restraint. Minibuses operated by LCTS have seats with generational seat belts: this means that they can be adjusted for most children over three years old.

LCTS can supply baby/child seats. Such seats belonging to third parties (e.g. the hirer) must not be used in any vehicle operated by LCTS. Baby/child seats should only be fitted in LCTS vehicles by a LCTS employee. Such seats will only be fitted to the inner seat of a double seat (i.e. by the window): this means that there can only be a maximum of five baby/child seats fitted in a 15-seater minibus.

If your group is a child care organisation and your driver (either paid or unpaid) is likely to have substantial unsupervised access to children whilst driving a LCTS fleet vehicle (i.e. you will not be providing at least one other competent adult passenger), you are recommended to seek appropriate information about your driver from Disclosure Scotland via the *Central Registered Body in Scotland*.

## **MAKING A BOOKING**

Bookings are subject to vehicle availability. Provisional bookings are not accepted. One-off bookings can be made over the telephone or, if you wish, in writing. 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.

Should you wish to renew a block of regular bookings, please do so in writing: LCTS does not issue reminders when such bookings are about to expire. LCTS tries to maximise the opportunities for all members to make their bookings, therefore, renewals of regular bookings can not be guaranteed.

In general, and subject to availability, a vehicle can be booked for any period up to seven days. Bookings for longer periods may be accepted at the discretion of the appropriate LCTS member of staff.

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. The LCTS offices close at 5.00 p.m. and another group may be waiting to start an evening hire. 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 appropriate LCTS 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*). Clearly, an accident or breakdown would not result in this clause being invoked.

When making a booking you must be able to specify your seating requirement. Should you subsequently wish to specify a different seating layout (e.g. change from 15 seats to 12 seats plus space for one passenger travelling in a wheelchair), this will only be possible subject to the following:

- There is no detrimental effect on contiguous hires.
- It is possible to schedule the removal/replacement of seats within existing operational constraints.

For example, if you book a minibus with 15 passenger seats for a Saturday hire, LCTS is able to book the same vehicle with the same seating configuration to another group on the following Sunday. You would not be able subsequently to amend your seating requirement: this is because to do so would either have an adverse effect on the Sunday hirer or require seats to be replaced during the weekend (which is something that LCTS can not undertake).

If you intend to carry one or passengers in wheelchairs, it is essential that, when making a booking, you state how many passengers will be travelling in a manual wheelchair and how many in a powered wheelchair. Remember that the correct number of wheelchair and wheelchair passenger restraints will only be put in the minibus if, when making the booking, you have provided LCTS with accurate information about the number of passengers who will be travelling in wheelchairs. You must not, therefore, increase the number of passengers travelling in wheelchairs once the hire has begun.

When making a booking you must be able to specify the name(s) of your designated **MIDAS** qualified driver(s). Should you subsequently wish to designate a different driver,

this will only be possible subject to the need for a vehicle familiarisation that can be scheduled within existing operational constraints. For example, if your replacement driver has only driven a 13-seat minibus, but you have booked a 16-seat minibus, a new vehicle familiarisation will be required: this may not be possible to schedule if the vehicle is in constant use between the time you notify LCTS of your proposed change of driver and the start of the hire.

Please note that the LCTS offices are closed at weekends and on local bank holiday Mondays. If you have a vehicle booked at these times, you must pick up the keys and logsheet before 5.00 p.m. on the preceding Friday. LCTS is also closed on Good Fridays.

## **CHARGES**

All mileage is chargeable. VAT is applicable to the rates set out below.

All vehicles 75p per mile (or part thereof): £30 minimum charge. A CDW of £3.00 is added to the cost of every hire. For hires lasting more than 4 days there is a minimum charge of £30 a day.

# "WITH-DRIVER" VEHICLE HIRE

## SECTION 19 SMALL BUS PERMIT OPERATION

Technically, because all hires take place under the auspices of LCTS's *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 LCTS to nominate a driver from the *LCTS Register of Approved Drivers*, this is referred to as "with-driver" minibus hire.

### AVAILABILITY

"With-driver" minibus hires are accepted at the discretion of the appropriate LCTS member of staff.

In Edinburgh, the "with-driver" vehicle hire service is provided by paid part-time drivers. In Midlothian, it is provided by a mixture of paid part-time drivers and volunteer drivers. Overall, the number of "with-driver" hires that LCTS can carry out will vary from time to time, especially in Midlothian because of the fluctuating size of the volunteer pool. The service is primarily available from 9.00 a.m. to 5.00 p.m. Monday - Friday: however, there may be occasions when the service will be available outwith these hours.

### DRIVERS

Every LCTS driver is fully qualified under the **MiDAS** scheme (see pages 5-6). Drivers also undertake additional training in areas such as *Minibus Emergency Evacuation Procedures*.

Drivers working for LCTS 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 LCTS pool of volunteer drivers is small: it is a delicate job to strike a balance between maintaining a volunteer's interest and also ensuring that s/he is 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 LCTS driver to pick up more than the agreed number of passengers. A LCTS driver reserves the right to refuse a request if s/he believes it is unreasonable.

### PASSENGER ASSISTANTS

LCTS is unable to provide passenger assistants on "with-driver" minibus hires. It is, therefore, the responsibility of the hirer to provide a reliable, competent and trained passenger assistant. A passenger assistant is compulsory if children or other vulnerable passengers are to be carried. Vulnerable passengers include those who:

- Are blind or visually impaired.
- Have a hearing impairment.
- Have a walking difficulty.
- Use a wheelchair.
- Unable to travel independently.

LCTS reserves the right to refuse a "with-driver" booking if a suitable passenger assistant can not be provided. LCTS can provide passenger assistant training courses.

The passenger assistant is normally expected to meet the driver at the LCTS office, or at the first passenger pick-up point.

The passenger assistant's responsibilities include:

- Dealing with the needs of passengers.
- Escorting 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**

LCTS drivers will not be responsible for lifting a passenger during the course of a hire. It is the hirer's responsibility to assess each passenger's ability to use the steps or passenger lift when boarding or alighting from a LCTS vehicle. 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 LCTS vehicle, and from such a seat to a wheelchair. However, LCTS 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 vehicle seat, if the driver believes that safety has been compromised by the hirer's assessment.

LCTS strongly recommends that passengers travelling in wheelchairs should have an appropriate headrest fitted to the wheelchair. Passengers in wheelchairs who travel in a LCTS vehicle without such a headrest do so at their own risk or at the risk of the hirer. LCTS is unable to supply headrests for passengers travelling in wheelchairs due to the variety of wheelchair designs and the differing needs of wheelchair users.

## **MAKING A BOOKING**

When a group requests a "with-driver" hire, LCTS may accept the booking subject to driver availability. In such circumstances, LCTS will make every effort to find a driver and will inform the hirer of the outcome as soon as possible.

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.

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.

It is the hirer's responsibility to provide LCTS 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.

One-off bookings can be made over the telephone or, if you wish, in writing. 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.

Should you wish to renew a block of regular bookings, please do so in writing: LCTS does not issue reminders when such bookings are about to expire. Renewals of regular bookings can not be guaranteed.

When making a booking you must be able to specify your seating requirement. Should you subsequently wish to specify a different seating layout (e.g. change from 15 seats to 12 seats plus space for one passenger travelling in a wheelchair), this will only be possible subject to the following:

- There is no detrimental effect on contiguous hires.
- It is possible to schedule the removal/replacement of seats within existing operational constraints.

For example, if you book a minibus with 15 passenger seats for a Saturday hire, LCTS is able to book the same vehicle with the same seating configuration to another group on the following Sunday. You would not be able subsequently to amend your seating requirement: this is because to do so would either have an adverse effect on the Sunday hirer or require seats to be replaced during the weekend (which is something that LCTS can not undertake).

## **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 outwith normal office hours. If you do not provide such a telephone number, LCTS can not 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**

All vehicles 85p per mile (or part thereof): £30.60 minimum charge. The first three hours of the driver's time are free: for each hour (or part hour) thereafter, the charge is £11.00 per hour.

A charge is only made for mileage covered whilst passengers are in the vehicle: chargeable mileage starts at the designated first pick-up, even if an individual passenger cancels on arrival of the vehicle. This service is zero rated for VAT.

# TERMS & CONDITIONS OF VEHICLE HIRE

## GENERAL

- 01 Bookings for vehicle hires are only accepted from members of LCTS. It is the responsibility of the member, not LCTS, to ensure that bookings made in the name of the member are made by authorised personnel (e.g. by using an Order Form). A member is responsible for the payment of any hire, accepted in good faith by LCTS, booked in its name.
02. All accounts must be paid promptly. Invoices are sent out at the end of each calendar month, and must be paid within 30 days. LCTS reserves the right to refuse bookings to any group whose account is overdue. Non-payment of invoices will result in loss of membership.
03. The invoice for any particular hire will be the responsibility of the hirer, NOT any particular individual or client of the hirer.
04. Drivers and passengers are not allowed to smoke in any LCTS vehicle. LCTS reserves the right to refuse hires from groups who persistently ignore this regulation. LCTS reserves the right to levy a charge of £10 (+VAT) for clearing up debris caused by smoking.
05. 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 of £10 (+VAT) being added to the hirer's invoice. Should LCTS deem it necessary, LCTS shall sub-contract the cleaning of a vehicle to another agency and re-charge the hirer the full amount of any costs thereby incurred.
06. LCTS reserves the right to ban a driver from driving any vehicle in the LCTS 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 LCTS vehicle familiarisation process) to drive a vehicle in the LCTS fleet. In such circumstances, the driver(s) may be liable to prosecution.
07. LCTS reserves the right to ban a driver from driving any vehicle in the LCTS fleet if there are reasonable grounds for believing that person knowingly failed to report any damage to, or accident involving, a vehicle in the LCTS fleet whilst it was in their care (i.e. during a hire).
08. Should a group fail to turn up for a booked hire, or give little or no notice of cancelling a hire (or part of a hire), LCTS reserves the right to levy the applicable minimum hire charge for each hire day (or part day) that is cancelled.
09. Should a group persistently cancel their bookings, LCTS reserves the right to levy a charge of £10 (+VAT) each day (or part day) cancelled, regardless of the length of notice given for the cancellation.
10. LCTS 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

LCTS.

11. In the event of cancellation or change to a booking by LCTS, no liability can be accepted for any loss, financial or otherwise, arising from our failure to provide a vehicle, and LCTS can not be held responsible for breach of contract in such circumstances.

#### **“SELF-DRIVE” HIRE**

12. Anyone driving a vehicle in the LCTS fleet must be on the *LCTS Register of Approved 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 LCTS, and insurance cover is consequently invalidated, LCTS reserves the right to take legal action against the relevant parties.
14. Drivers must notify LCTS of any changes in the circumstances relating to their driving licence (including changes in health) that occur after they have completed the LCTS insurance form.
15. Any fines during “self-drive” hires resulting from illegal parking (including misuse of a Blue Badge) will be passed onto, and are the responsibility of, the hirer. LCTS reserves the right to make payment and then recover the amount from the hirer.
16. Any prosecution of a driver arising from the use of a LCTS fleet 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.
17. Drivers must not drive whilst under the influence of drugs or alcohol.
18. Drivers must not indulge in dangerous driving, or abuse the vehicle.
19. Drivers must complete all relevant sections of the *LCTS Self-Drive Vehicle Hire Logsheet*. Persistent failure to meet this requirement may result in a driver being removed from the *LCTS Register of Approved Drivers*. If the driver is unable to return the logsheet to LCTS at the end of the hire, LCTS reserves the right to estimate, and enforce, the hire charge.
20. Drivers must inspect the vehicle before and after each hire, and note down any damage or fault on the logsheet.
21. The hirer is responsible for maintaining correct oil and water levels, and correct tyre pressures, during the period of the hire.
22. Payment of a Collision Damage Waiver (CDW) does not exclude a hirer and/or the driver from being 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.
  - Repairing any engine damage resulting from the wrong type of fuel being used during the hire.

- Replacing a wing mirror that has been damaged as a result of it not having been folded in when the vehicle was parked.
  - Any loss from, or damage to, a LCTS fleet vehicle as a result of it being left unsecured by the driver.
  - Any damage caused by a failure to use the mirrors when manoeuvring in tight areas such as a narrow entrance.
  - Any loss or damage should the vehicle hired from LCTS be stolen when that vehicle's keys were left in, or on, the vehicle.
23. Vehicles 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, LCTS reserves the right to take any appropriate action to recover the vehicle. LCTS reserves the right to levy an additional surcharge of £10 (+VAT) in the event of an unauthorised late return of a vehicle. LCTS 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 be returned to the appropriate LCTS office, together with the logsheet 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 LCTS as soon as possible.
26. The hire vehicle's keys are the responsibility of the driver, not only throughout the hire, but also during any other period when it might reasonably be expected that the driver should incur such responsibility (e.g. the period between collecting the keys from LCTS and the start of the hire). Should a driver lose, or otherwise mislay, a set of keys given into his/her safekeeping by LCTS in connection with a hire, LCTS reserves the right to take any action it sees fit to ensure that its security is not compromised in any way as a result of such loss (e.g. by fitting new locks), and to seek compensation for any costs incurred by such action from the driver and/or hirer.
27. It is the responsibility of the hirer to ensure that their nominated driver is aware of his/her responsibilities and liabilities as set out in the *LCTS Vehicle Hire Policy*.

### **"WITH-DRIVER" HIRE**

28. The hirer must abide by the pick-up and return times that are agreed at the time of the booking. Should a failure to do so be likely, in LCTS's opinion, to result in a second hirer being unable to use the vehicle at their pre-booked time(s), LCTS reserves the right to arrange alternative transport (e.g. taxis) and to pass on the costs of such transport to the first hirer. In addition, LCTS reserves the right to levy an additional surcharge of £10 (+VAT) on the first hirer.
29. LCTS reserves the right to refuse hires from groups that persist in failing to abide by the agreed times of their hire.

Produced by: Lothian Community Transport Services

200 Sir Harry Lauder Road  
Edinburgh  
EH15 2QA

Tel. 0131-669 8899

Fax. 0131-669 9961

6b Newmills Road  
Dalkeith  
Midlothian  
EH22 1DU

Tel. 0131-663 0176

Fax. 0131-663 0366

E-mail: [info@lcts.org.uk](mailto:info@lcts.org.uk)

April 2011

LCTS is a company limited by guarantee, registered in Scotland: No. SC134332; and is a charity registered in Scotland: No. SC018884. VAT Registration No. 927 5813 00. Registered office: 200 Sir Harry Lauder Road, Edinburgh, EH15 2QA.

