East Durham Community Transport Ltd

Parking Bay 1 – 6, QC Space, 3 Cook Way, North West Industrial Estate, Peterlee, Co. Durham, SR8 2HY

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**POLICY & CONDITIONS OF USAGE & MEMBERSHIP**

**Policy**

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

**COVID -19 INFORMATION**

**ALTHOUGH THE COVID RESTRICTIONS ARE NOW LIFTED WE ASK OUR PASSENGERS AND DRIVERS TO ACT SENSIBLY AND FOLLOW SOME OF THE RULES WE HAD TO PUT INTO PLACE AT THE HEIGHT OF THE PANDEMIC SO PLEASE READ THE INFORMATION ON THE LOG SHEET BEFORE YOU TAKE THE VEHICLE OUT.**

**THANK YOU AND HAVE A SAFE JOURNEY**

**Usage Agreement**

Membership for group bookings is open to voluntary and community groups, schools, local projects and statutory agencies, non-profit making organisations and clubs, sports groups, registered charities and uniformed youth organisations registered in the following towns and villages: Blackhall, Dalton le Dale, Easington, Haswell & Plough, Hesleden, Horden, Murton, Peterlee, Seaham, Shotton, Station Town, Thornley, Wheatley Hill and Wingate. Groups who wish to use EDCT LTD vehicles must become members of EDCT LTD. A form to take out membership is attached to this agreement. Membership for the East Durham Travel Club is open to residents residing in the same towns and villages as above. The club is aimed at the elderly and people with disabilities although there is no age restriction. We don’t provide passenger assistants on trips so please ensure you are independent while out on a trip or ask a carer or family member to travel with you if relevant. All seats must be paid for and there are no concessions. Please ring 07826 867 862 to register for the Travel Club Monday – Friday 9am – 1pm.

EDCT LTD will be managed by a voluntary Management Board (Directors). This will consist of a maximum of 4 member group representatives who will sit on the Management Board. The members will be elected on to the Management Board at the Annual General Meeting from nominations received. Existing Board members may co-opt non-voting members onto the board who they feel have the necessary experience and qualities needed to oversee the organisation. An interview and recruitment process will be followed for any potential Board members or non-voting members.

The current vehicle fleet consists of 4 x 17-seat minibuses and 1 x 16 seat minibus. 3 of the vehicles are fully accessible and can carry wheelchairs, although numbers will be reduced if removing seats to accommodate wheelchair passengers. EDCT LTD reserves the right to change the combination, number and type of vehicles in the fleet.

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

Drivers should hold a D1 category or equivalent by test to drive the majority of our vehicles. Any nominated driver holding a D1 category must hold/have previously held a MiDAS certificate (Minibus Driver Awareness Scheme) or equivalent and have experience in driving passenger vehicles or van/buses. When volunteer drivers register with us, they must sign up to offer their volunteer time for either driving for any of our member groups or to help out at events or in the office at least twice a year if required by us.

If drivers do not hold a D1 category they may still drive 1 of our vehicles if they fit the following criteria: 1) Must hold a valid MiDAS certificate 2) be over 25 3) are driving on a completely voluntary basis, 4) have held a licence for 5 years, 5) only drive a vehicle under 3.5 tonne or 4.25 tonne if the vehicle is accessible, 6) do not tow a trailer. We only have 1 vehicle for book within these weights so please mention this at time of booking to ensure the correct bus is booked for your driver.

Anyone who wishes to drive an EDCT LTD vehicle and has more than 3 points on their licence may be given a dispensation at the discretion of the Insurers. Drivers must not drive any EDCT LTD vehicle whilst under the influence of alcohol or drugs and staff have the right to refuse to hand out vehicle keys if they suspect that the driver may be intoxicated however slight. ***There is no smoking allowed in any of the vehicles by Law. Alcohol is not permitted in any of our vehicles by Law. Our Charity could be prosecuted if anyone is found drinking alcohol or smoking and you as a driver and group could also be prosecuted.***

**Conditions of use**

Keys are available by arrangement with EDCT LTD staff.

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

As part of our aim to make booking a vehicle from EDCT LTD as easy as possible, we will ensure that there is sufficient fuel in the vehicle for your journey and a charge of 50 pence per mile travelled in addition to the booking charge to cover fuel, insurance and general vehicle wear and tear will be billed. Groups making journeys further than the fuel tank range of a specific vehicle will be issued with a fuel card for the duration of the booking and billed as above.

***You must park your car in place of the vehicle you are taking – the bays we rent are marked with our name on the rear fence at the depot. Own vehicles are parked at your own risk and EDCT will accept no responsibility for any damage or theft while the vehicle is on the premises.***

If the vehicles are accidently damaged in any way when under the care of the group, the group will be responsible for the cost of any repairs needed up to a ceiling of £500 from which point the EDCT LTD insurers will be involved and the group will be responsible for insurance excess costs. If, however the damage caused is malicious, the group will be liable for the full cost of the repair. All drivers could be subject to a re-assessment if involved in any incident or accident. EDCT will liaise with the hirer and third party over any repairs to be carried out but EDCT’s decision will be final over any such repair arrangements, obtaining reasonable quotes & authorising the work. Copies of the EDCT LTD insurance documents are available on request.

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

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

***On all journeys where children under the age of 18 years are carried, or people with mobility problems, the driver must be accompanied by at least one other responsible adult to assist with reversing manoeuvres and to ensure that younger and vulnerable passengers are supervised, safe and can be properly evacuated in the case of an emergency. That person must be seated throughout the journey at the rear of the vehicle. Any children under the age of 3 years must travel in a suitable car seat provided by the group. All but the 16-seat minibus are fitted with “any-age” seatbelts for those aged 3 and over. Children travelling in the front of the vehicle must be over the age of 12 and be over 4”5 in height but please try to avoid carrying children in the front of the vehicle wherever possible. The any age seat belts must be adjusted to correctly fit each child.***

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

Drivers and passengers must wear seatbelts at all times unless there is a medical reason and a dispensation has been given by the DVLA. The driver and adult leaders are responsible for ensuring that children wear their seatbelts.

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

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

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

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

No flammable or other dangerous substances should be carried. Diesel fuel must not be carried in the vehicle.

All EDCT LTD vehicles are checked for cleanliness, safe operation and roadworthiness on a regular and scheduled basis. However, ***it is the*** ***responsibility of the driver***, prior to embarking on a journey, to check that the windows are clean and uncracked, there is sufficient windscreen washer water in the washer bottle, the lights are all working correctly, there is at least ¼ of a tank of fuel, sufficient oil (between minimum and maximum) showing on the oil dipstick and water coolant. A bodywork and tyre check must also be undertaken and any scratches or damage noted as a damage trail will end at the group who used the vehicle prior to the damage being logged.

The driver must ensure that the log sheet and checklists within the Driver’s pack given out when collecting keys are accurately and fully completed every time the vehicle is used, and all accidents, damage, faults and breakdown must be reported as directed in the Driver’s File which is kept in the vehicle. Insurance and breakdown details are held in this file.

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

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

***Vehicles must be collected and returned within the times made whilst booking unless agreed with booking staff. Please ensure you book the vehicle for the times you need it as other bookings are made around your booking and we also have a fuelling and cleaning schedule to follow based around these bookings.***

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

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

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

Please make yourself aware of the speed restrictions while driving a minibus as they differ from driving a car. All of our minibuses are limited to 62mph by Law.

The following speed limits are in force for minibus driving:

50mph on a single carriageway

60mph on a dual carriageway

70mph on a motorway (our minibuses are restricted to 62mph)

If towing a trailer, the limits are 10mph below the above speeds - you need to have this category on your licence plus experience so don’t tow unless you have informed us.

If you exceed these limits you are at risk of being prosecuted and receiving points on your licence.

***C Hepple***

**Christine Hepple Chair – on behalf of EDCT Ltd Management Board**

We expect that as part of a membership these policies are adhered to. If you feel we have missed anything or you would like to discuss anything further please email us or contact us by phone.

**East Durham Community Transport LtdPricing & Payment Policy**

**Vehicle Booking Charges and Payment**

To aid the group, EDCT LTD fuel all vehicles prior to bookings and a 50p per mile charge is made to cover the fuel and general vehicle wear and tear in addition to the booking period costs below. Fuel cards are issued to hirers when a journey is expected to exceed a full tank of fuel. You are entering into a contract when taking out membership with EDCT Ltd and are using our transport and you must ensure that your payments reach us on time and that your group has the means to pay. If your organisation uses order numbers then it is your responsibility to provide them to our staff before the invoicing period. **Invoices are issued on a monthly basis at month end and are payable within 30 days of invoice date. Late payments may be subject to an administration fee of £10 per month.**

The current charges are as follows:

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| --- | --- |
| **Booking Period** | **Cost****17, 16-seater** **(16/15 passengers)** |
| 0-6 hours | £50 |
| 6-24 hours | £75 |
| Sat-Sun | £140 |
| 4pm Fri pm - 4pm Sun pm | £160 |
| Working Week | £350 |
| Full Week | £400 |
| Additional charge per booking  | 50p per mile |
| Driver charge | £9.00 per hour  |