

# 50<sup>th</sup> Cambridge Scout Group Minibus Hire Policy

Last updated: 29<sup>th</sup> April 2025

This document sets out the procedures, and terms and conditions for hiring our minibus. In this document:

- “Milton Scout Group” means the 50th Cambridge (Milton & Landbeach) Scout Group.
- “The Minibus” means the minibus operated by Milton Scout Group.
- “Hirer” means the organisation identified on the Group Membership Application Form.
- “Driver” means the person driving the minibus. By default this is the person accepting the Minibus keys from Minibus Co-ordinator at the start of a hire.

## Operating under Section 19

The Minibus is operated under the Small Bus Permit legislation. Our minibus hire service is only available to non-profit making community and voluntary groups in Milton and the surrounding area who hold a valid Section 19 Permit. Refer to [www.gov.uk](http://www.gov.uk) for more information about Section 19 permits.

## Minibus information

The Minibus is a 14-seat (driver plus 13 passengers) Ford Transit 135 T350 2.2L TDCi

All seats are fitted with inertia reel seatbelts. Passengers must use the seatbelts at all times, unless they hold a medical exemption certificate.

The Minibus is equipped with:

- A first aid kit
- A fire extinguisher
- A de-icer and scraper
- Warning triangle
- Torch
- High visibility vest
- Vehicle handbook
- A ring binder containing:
  - A copy of this hire policy
  - Mileage log sheets also providing phone numbers for use in emergencies
  - A pencil case with pens where receipts can be left
  - A blank accident report form
  - A minibus information card with details of breakdown cover
  - A reminder of the speed limits for a minibus

# TERMS AND CONDITIONS OF MINIBUS HIRE

## General

1. Drivers must ensure that all doors are unlocked before allowing passengers to board the Minibus.
2. Drivers must not drive whilst under the influence of drugs or alcohol.
3. Drivers must not indulge in dangerous driving, or abuse the vehicle.
4. Milton Scout Group reserves the right to ban a Driver from driving the Minibus should that person allow another person who has not been through the relevant Minibus vehicle familiarisation and driver registration process to drive the Minibus. In such circumstances, the Driver(s) may be liable to prosecution.
5. Milton Scout Group reserves the right to ban a Driver from driving the Minibus if there are reasonable grounds for believing that person knowingly failed to report any damage to, or accident involving, the Minibus whilst it was in their care (i.e. during a hire).
6. Any fines during bookings will be passed onto, and are the responsibility of, the Hirer. Milton Scout Group reserves the right to make payment and then recover the amount from the Hirer. The Hirer is responsible for any charges (tolls etc) arising through the use of the vehicle.
7. Any prosecution of a Driver arising from the use of the Minibus will be the responsibility of the Hirer and/or Driver. This includes any charges against a Driver arising from vehicle defects.
8. The Minibus must not be used for carriage of hazardous goods.
9. Drivers should put their Section 19 permit on display during the period of hire.
10. Milton Scout Group may update this hire policy at any time.
11. Milton Scout Group provides the Minibus hire service on a reasonable efforts basis.

## Vehicle care

1. Drivers and passengers are not allowed to smoke in the Minibus vehicle.
2. 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 £30.00 surcharge being added to the Hirer's invoice. In cases of severe soiling we may, at our discretion, have the Minibus professionally valeted and add this cost to the Hirer's invoice.
3. Drivers must inspect the vehicle before and after each hire, and note down any damage or fault on the log sheet.
4. The Hirer is responsible for maintaining correct oil and water levels, and correct tyre pressures, during the period of the hire.
5. 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.
6. Receipts for fuel, oil or minor repairs incurred during the hire must be returned to the Minibus Co-ordinator, together with the log sheet and vehicle keys. These costs will be deducted from the Hirer's invoice. Failure to do so will result in these costs not being deducted from the invoice.

7. Any accident or damage to the vehicle must be notified to Milton Scout Group as soon as possible. The cost of any damage not covered by the insurance will be recoverable from the Hirer together with any reasonable administration costs.
8. 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.

## Speed limits

Drivers should remember that speed limits for minibuses are not the same as those for cars. The limits are as follows:

	Speed Limit (mph)
Built up areas <sup>1</sup> (where no lower limit applies)	30
Single carriageway roads (where no lower limit applies)	50
Dual carriageways (where no lower limit applies)	60
Motorways (where no lower limit applies)	70
Motorways (when towing a trailer) (where no lower limit applies)	60

Drivers should note that the Minibus has a speed limiter fitted that will prevent the vehicle exceeding 62mph. This is very important to bear in mind, particularly when overtaking. The speed limiter is a legal requirement.

## Off-road use

The Minibus must not be driven off-road. The only exception to this is access to recognised camp sites. If a Driver causes loss or damage to the Minibus by going off-road, the costs of any necessary repairs will become the Hirer's responsibility.

## Bookings

1. You **MUST** be able to provide a contact telephone number that will be manned 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, Milton Scout Group cannot be held responsible for any failure to inform you about any emergency or other problem associated with the hire.
2. Should a group fail to turn up for a booked hire, or give little or no notice of cancelling their hire, Milton Scout Group reserves the right to levy a charge of £35.00 per day for each day cancelled.
3. Should a hirer persistently cancel their bookings, Milton Scout Group reserves the right to levy a charge of £35.00 per day for each day cancelled, regardless of the length of notice given for the cancellation.
4. Milton Scout Group 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 the Minibus.
5. In the event of cancellation or change to a booking by Milton Scout Group, no liability can be accepted for any loss, financial or otherwise, arising from our failure

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<sup>1</sup> The 30 mph limit usually applies to all traffic on all roads with street lighting unless signs show otherwise. For more details, refer to the [Highway Code](#).

to provide a vehicle, and Milton Scout Group cannot be held responsible for breach of contract in such circumstances.

6. The Minibus 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, Milton Scout Group reserves the right to take any appropriate action to recover the vehicle. Milton Scout Group reserves the right to levy an additional surcharge of £10.00 per hour (or part thereof) in the event of an unauthorised late return of a vehicle. Milton Scout Group reserves the right to refuse Hirer requests from groups who are persistently late in returning vehicles.

## Register of Drivers

Anyone driving the Minibus must be on the Milton Scout Group Register of Drivers.

To join the Register of Drivers, a Driver must supply a completed and signed Driver Registration Form, together with a copy of their licence and a DVLA licence check code.

## Conditions you must meet to drive the Minibus

You can drive the Minibus as long as all the following conditions apply:

- You are between the ages of 25 and 70.
- You've had your full category 'B' (car) driving licence for at least 2 years.
- You're driving on a voluntary basis and the Minibus is used for social purposes by a non-commercial body.
- Be able to answer "NO" to the following questions:
  - Have you had any motoring convictions, driving licence endorsements or fixed penalties in the last five years?
  - Have you ever been disqualified from driving?
  - Have you had an insurance proposal or renewal refused, cancelled, declined or had special terms imposed?
  - Have you been involved as a driver in an accident in the last five years regardless of fault?
  - Have you had any prosecutions or have any police enquiries pending for motoring offences?
  - Have you ever been declared bankrupt or insolvent or been the subject of bankruptcy proceedings or insolvency proceedings?
  - Have you ever had an insurance cancelled or special terms imposed?
  - Have you ever had a county court judgement awarded against you?
  - Have you ever been disqualified from holding company directorship?
  - Have you ever been served with a prohibition or improvement order under Health and Safety legislation?
  - Have you ever been convicted of, charged (but not yet tried) with or officially cautioned for a breach of any Health and Safety or Welfare or Environmental Protection legislation?
  - Have you ever been the subject of a recovery action by Customs and Excise or the Inland Revenue?

- Do you currently have, or have you any history of, any medical condition or disability which may affect your ability to drive safely now or in the future? If in doubt, declare any condition or disability.
- Have you Resided outside the United Kingdom or the Republic of Ireland for at least 3 years?
- Are you currently taking any medication which may affect your driving ability?

Milton Scout Group 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, Milton Scout Group shall be the sole arbiter when determining whether an accident is serious or of a minor nature.

Milton Scout Group may, at its discretion, accept a Driver who has current endorsements on his/her licence. However any additional excess that may be charged by our insurers will be payable by the Hirer, should a claim arise.

Milton Scout Group reserves the right to refuse any Driver that they believe may be unsuitable, or to remove any Driver from the Register of Drivers.

It is strongly recommended that Drivers undertake [MiDAS training](#). MiDAS is the UK national standard for the assessment and training of minibus Drivers. For more details, please see the [Community Transport Association web site](#).

## **Insurance**

The Minibus is driven under insurance arranged by Milton Scout Group.

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

In the event of an accident, the Hirer will be liable for any insurance excess payable together with any reasonable administration costs.

The Minibus must not be used for the carriage of goods or for hire or reward.

The Minibus must only be driven in the UK.

Should a Driver provide false or inaccurate information at the time of registering with Milton Scout Group, and insurance cover is consequently invalidated, Milton Scout Group reserves the right to take legal action against the relevant parties.

Drivers must notify Milton Scout Group of any changes in the circumstances relating to their driving licence (including changes in health) that occur after they have completed the Driver Registration form.

The Minibus personal accident insurance cover excludes any passenger of the age of 75.

Some personal effects (money, credit or debit cards etc) are not covered by the Minibus insurance.

## Accessibility

We recommend that lifting & handling of passengers in our minibus 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 or alighting from the 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 the minibus, and from such a seat to a wheelchair.

Hirers are required to comply with any Government guidance relating to passenger safety.

## Booking the Minibus

1. In general, and subject to availability, the Minibus can be booked for any reasonable period.
2. Bookings are made by contacting the Minibus Co-ordinator or using the online form.
3. All bookings are accepted at the discretion of the Minibus Co-ordinator.
4. Bookings for vehicle hires are only accepted from organisations that hold a valid Section 19 Permit. It is the responsibility of the organisation, not Milton Scout Group, to ensure that bookings made in the name of the organisation are made by authorised personnel. The organisation is responsible for the payment of any hire charges, accepted in good faith by Milton Scout Group, booked in its name.
5. All accounts must be paid promptly. Invoices are sent out at the end of each calendar month (unless otherwise agreed), and must be paid within 30 days. Milton Scout Group reserves the right to refuse bookings to any group whose account is overdue.
6. By commencing a hire, the Hirer agrees to take responsibility for payment of the invoice.
7. 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 as 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 Minibus Co-ordinator.

8. Wilfully keeping a vehicle longer than the pre-booked return time will render the Hirer liable to financial (or other) penalties. When there is an accident or breakdown, this does not apply.
9. For operational reasons we may be unable to hand over the minibus to you or collect the minibus from you at your preferred times. In this situation we will agree mutually convenient times. You will not be charged for additional days where we have agreed different times.

## Vehicle security

1. Drivers must ensure that all doors are locked and all windows fully closed before leaving the Minibus unattended. Drivers must not leave the keys in the ignition when leaving the Minibus.
2. Drivers must re-fit all security devices indicated by the Minibus Co-ordinator at the commencement of the hire before leaving the minibus unattended.
3. Drivers should note the Minibus may be fitted with a GPS tracker or other tracking device.

## Clean air zones

The Minibus is not 'Euro 6' compliant. Driving into an Ultra Low Emission Zone (ULEZ) or Clean Air Zone (CAZ) or similar, even briefly, is likely to incur a charge that is payable by the Hirer. Failure to pay the charge will result in a fine that will be payable by the Hirer. Please see [www.gov.uk/clean-air-zones](http://www.gov.uk/clean-air-zones).

## Vehicle breakdowns

A Breakdown Organisation covers the Minibus. This includes breakdowns, at home rescue, national recovery and onward travel. The recovery vehicle will take all the passengers. There is further information in the Driver's pack in the Minibus.

## Hire charges

Hire charges are detailed on our website ([www.50thcambridgescouts.org/minibus](http://www.50thcambridgescouts.org/minibus)). These charges may be updated at any time.

A hire will be charged at the rate applicable at the time of the hire. Every effort will be made to advise Hirers of any changes to charges after they have made a firm booking.

Additional charges may be applied to a Hirer's invoice, including:

- Late return charges
- Repairs to the minibus that are not covered by our insurance
- Parking fines, speeding fines
- ULEZ or clean air zone charges
- Cleaning charges, or professional valeting in the case of severe soiling of the Minibus

## Vehicle familiarisation

A Driver may request a vehicle familiarisation session from the Minibus Co-ordinator. This will cover the operation of the Minibus, a short on-road driving session and reversing manoeuvre. The Minibus Co-ordinator may require a Driver to demonstrate their competence in the Minibus with an on-road driving session and reversing manoeuvre.

If either of the on-road components are not completed satisfactorily, the Driver will not be allowed to drive the minibus and may be removed from the Register of Drivers.

Vehicle familiarisation should always be pre-booked.

## Child seats

Please see [this web site](#) for further information.

## Towing

There are restrictions on the use of towbars that can have legal and insurance implications. Therefore, the tow bar must not be used without the prior consent of Milton Scout Group.

## Vehicle weights and overloading

Overloading any vehicle is illegal. Drivers must not load the Minibus in excess of its permitted Maximum Authorised Mass of 3500kg.

A number of terms are used to describe a vehicle's weight. These are explained in the table below.

Term	Meaning	Milton Scout Group Minibus
Unladen Weight	<p>The unladen weight (ULW) of any vehicle is the weight of the vehicle when it's not carrying any passengers, goods or other items.</p> <p>It includes the body and all parts normally used with the vehicle or trailer when it's used on a road.</p> <p>It doesn't include the weight of:</p> <ul style="list-style-type: none"> <li>• Fuel</li> <li>• Batteries in an electric vehicle - unless it's a mobility scooter or powered wheelchair</li> </ul>	TBC
Mass in Running Order	This is the total weight of a vehicle when it's empty and ready to be used on the road without carrying any passengers, goods or other items.	2605kg
Maximum Authorised Mass	<p>Maximum authorised mass (MAM) means the weight of a vehicle or trailer including the maximum load that can be carried safely when it's being used on the road.</p> <p>This is also known as gross vehicle weight (GVW) or permissible maximum weight.</p> <p>It will be listed in the owner's manual and is normally shown on a plate or sticker fitted to the vehicle.</p> <p>The plate or sticker may also show a gross train weight (GTW), also sometimes called gross combination weight (GCW). This is the total weight of the tractor unit plus trailer plus load.</p>	MAM 3500kg GTW TBC

With a MAM of 3500kg and a Mass In Running Order of 2605kg, the maximum payload is 895kg. This equates to 14 ten-stone people. Carrying more weight than this will put the minibus above its MAM - which is a driving offence.

## **Data protection**

To assist with administration of the Minibus, we keep details of groups, Drivers and bookings on our Google Workspace. This information is available to the Minibus Co-ordinator team and a small number of others within Milton Scout Group. If you would prefer we do not keep your information on our Google Workspace, please let us know. If you would like to see the information we hold about you or your Group, please let us know.