1. The Ford Transit LWB Minibus YT63 AEZ is fitted with 1 driver and 16 passenger seats. The EMERGENCY DOOR is at the rear of the bus.

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

3. The maximum seating capacity (including the driver) is 17. The bus is NOT allowed any standing passengers.

4. The minibus is equipped with:

* A first aid kit, located in the door compartment.
* A powder fire extinguisher, located near the driver's handbrake on the floor.
* High visibility waistcoats.
* Minibus Driver's Pack contains copies of insurance certificate, policy, MOT, V5 and other relevant documents.
* Minibus Jack and Wheel Brace (located under the front seats)
* Spare Tyre (under the rear of the vehicle)
* Vehicle Journey Log Book and check sheet.

The vehicle is not exempt from Congestion Charging or the Low Emission zone charging but can be driven in bus lanes where the word ‘**local**’ is not indicated on the blue plaque. You must inform minibus@swanleyexplorers.org.uk if you enter any of these zones and the fees incurred should be added to the donation. Any fines incurred will be the responsibility of the borrowers.

The vehicle is made available subject to the following conditions of use:

**MAKING A BOOKING**

In general, and subject to availability, the minibus can be booked for any period up to and including seven days, though longer periods of use may be negotiated. This may include half days or evenings.

Bookings for longer periods may be accepted at the discretion of the Minibus coordinator.

Donations that are deemed suitable and applicable to all users are:

Half Day (4 hours) or Evening Use - £20

Whole Day - £35

Weekend - £75

Long Weekend (Fri – Mon incl.) £100

7 Days: £170

Swanley District Explorers will make every effort to ensure the minibus is available for a booking but if there are circumstances out of our control we cannot be held liable for the vehicle not being available for the booking period. E.g previous accident or breakdown. We will give as much notice as possible so alternative arrangements can be made.

**Charges/Donations**

**Payment** of any usage donation can be paid via bank transfer to Swanley District Explorers Sort Code: 205425 Account number 63088340) upon collection of the vehicle.

**Dart Charge**: Swanley District Explorers have an account registered for the Dart Charge and as such you will not need to make a payment. However, If you are intending to use the crossing during a time when the charge is in force (Daily 06.00 to 22.00) then add £3 per crossing to the Donation.

**Congestion charge Ulez and Ultra Low Emission Zones**:- We have got an account with TFL which will automatically invoice us if the vehicle is taken into any of these areas. Please pay the appropriate fee on top of your donation if you enter any of these areas.

A £250.00 returnable\* deposit is required to be paid upon acceptance of a booking.

**Fuel**

The vehicle is DIESEL. It is supplied with a full tank and should be returned in the same condition. If time does not permit the user to fill the tank the cost of fuel will be deducted from the returnable deposit.

**Keys:**

Two keys are provided.

Keys MUST be removed from the ignition when the vehicle is being vacated.

**SMALL BUS PERMIT OPERATION**

In order to make a charge to cover operating costs the minibus is operated under a SMALL BUS PERMIT. Individual organisations are responsible for supplying their own permit, which is obtainable from the DVLA or for Scout Groups via the Scout Information Centre. <https://www.scouts.org.uk/volunteers/running-your-section/administration/section-19-minibus-permits/> Each Permit 19 currently costs £5 (21.10.23)

**GENERAL**
Swanley District Explorers reserves the right to reject, cancel or vary any booking request if the purpose for which the vehicle is to be used is inconsistent with the aims, objectives or rules of The Scout Association or other youth group.

If you think you may be unavoidably delayed in returning the vehicle, please telephone the Minibus coordinator. Keeping a vehicle longer than the pre-booked return time may render the user liable to additional usage costs. When there is an accident or breakdown, this does not apply.
The booking period is from the agreed time of collection until the return time.

**Passenger Safety:**

The driver of the Minibus is to ensure that ALL doors are unlocked before allowing passengers to board the minibus. Doors must remain unlocked throughout a journey unless it is deemed necessary to lock them for passenger safety.

**Contact Phone Number**:

The user MUST be able to provide a contact telephone number that will be manned during the time of the use. This is especially important for usage outside 9am to 5pm. If you do not provide such a telephone number, Swanley District Exploers cannot be held responsible for any failure to inform you about any emergency or other problem associated with the borrow.

**Fines:**

Fines during usage periods or other authorised use, resulting from illegal parking (including misuse of a Blue Badge) misuse of bus lanes, or other similar offences will be passed onto, and are the responsibility of, the borrower.

Swanley District Explorers reserves the right to make payment and then recover the amount from the user.

**Police Prosecution**:
The prosecution of a driver arising from the use of Swanley District Explorers Minibus will be the responsibility of the user and/or driver. This includes any charges against a driver arising from vehicle defects, driving whilst under the influence of drugs or alcohol, careless or dangerous driving, or abuse of the vehicle.

**Vehicle Inspection:**

The borrower/driver must inspect the vehicle before and after each booking, and note down any damage or fault on the log sheet, it is advisable to take photographs of the inside and outside of the bus when it is borrowed. The user is responsible for maintaining correct oil and water levels, and correct tyre pressures, during the period of the use. A check list is provided for this purpose and should be completed before each journey. Defects should be noted and if possible rectified. Any cost borne in this respect will be reimbursed to the user on production of the relevant receipt.

The Minibus must be returned in a clean and tidy condition: all rubbish must be removed from the vehicle before the end of the usage period. A cleaning charge of £40 may be levied if necessary.

Upon the return inspection, any damage to the interior and exterior should be recorded.

Any damage to the paintwork and bodywork of the minibus will be the liability of the driver/ user who will be invoiced. Three separate quotes may be obtained and the quotation will be agreed between Swanley District Explorers and the driver/user.

Damage to Minibus Interior and Exterior:
Repair costs of all damage, willful or otherwise, caused by Passengers or the Driver to the minibus interior, fittings and fixtures shall be borne by the user.

**Breakdowns**

Breakdown cover is provided via the insurers – see folder for details. Passenger safety is paramount.
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**Insurance**

Swanley District Explorers Minibus is driven under COMPREHENSIVE insurance arranged by vehicle coordinator with QBE (through UNITY INSURANCE SEVICES)

Users should ensure they have cover in place for personal effects and luggage if necessary

Please note that the driver and Passengers are covered by the insurance provided whereas any towed trailer is only 3rd Party covered

Any uninsured loss will result in the £250.00 deposit being forfeited and deducted from the final repair/replace invoiced costs.

**Accidents**

In the event of an accident, the borrower will be liable for the insurance excess. This may be paid from the deposit or an additional charge made if in excess of £250

Accident or damage to the vehicle must be notified to Swanley District Explorers as soon as possible. Damage resulting from the wrong type of fuel being used while on use will be the responsibility of the user, who will have to pay the full repair costs

Driver Fault or Driver Error:
a) should any accident be the result of driver error, the driver will be responsible in meeting all repair costs and will be invoiced upon receipt of an estimate. The user is welcome to provide up to 3 estimates for repair work and arrange for the subsequent repair and payment to the selected garage which will be agreed between the borrower and Swanley District Explorers..
b) Swanley District Explorers reserves the right to take any necessary legal action to recover uninsured losses from the driver if required.

Tyre Damage due to bad driving: The borrower 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.

**Drivers**

Any driver over 25 is covered by our insurance providing they have held a full driving licence for a period of 2 years. Drivers who do not have a D1 category on their licences may only drive as a volunteer.

All drivers should have successfully attended a MiDAS course. This forms part of the terms of use.

Drivers are not allowed to smoke, eat or use a mobile phone (when driving) in the Minibus.

Drivers must notify the Swanley District Explorers vehicle coordinator circumstances relating to their health which may affect their ability to drive. They must notify of any points on their licence which they have which are less than 5 years old and any unspent motoring convictions or motor insurance claims.

In certain circumstances, the Swanley District Explorers vehicle coordinator may, at their discretion, accept a driver who has unspent endorsements on his/her licence. However any additional excess that may be charged by the insurers will be payable by the user, should a claim arise.

Drivers may be required by Unity Insurance Services to provide a copy of their licence.

The Swanley District Explorers vehicle coordinator reserves the right to refuse permission to drive to any person who is involved in a serious own-fault accident or if that person has more than one minor own-fault accident in any 12 month period. In all such cases, the Swanley District Explorers vehicle coordinator shall be the sole arbiter when determining whether an accident is serious or of a minor nature.

Swanley District Explorers 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.

**Cancellation**

In the event of cancellation or change to a booking by Swanley District Explorers, no liability can be accepted for any loss, financial or otherwise, arising from our failure to provide a vehicle when it is unavoidable, such as after the vehicle has had an accident or broken down and Swanley District Explorers cannot be held responsible for breach of contract in such circumstances. If the borrower wishes to cancel the booking they will need to email minibus@swanleyexplorers.org.uk giving as much notice as possible.