

## Conditions of use; Group / Organization / Booker

By booking transport with Preston Community Transport you indicate acceptance and understanding of the following statements and conditions of use.

### LEGAL BASIS FOR TRANSPORT

Preston CT operates this vehicle under Section 19 of the Road Traffic Act, which is only for use by organisations that are not for profit (N.F.P.). Preston CT is a Charity and defined as N.F.P.

Section 19 does not permit transportation of members of the public. e.g. collecting members of the public from bus stops etc.

Only individual members and members of groups or organizations who are themselves, members of Preston CT, may use this transport.

Your group / organisation must have completed the membership form and returned it to us prior to using the transport.

If you have your own volunteer driver, for the purposes of trips using Preston CT vehicles, that person is considered a volunteer for Preston Community Transport. This is especially important for insurance in case of accident or breakdown.

Your driver will need to complete a driver registration form for Preston CT to hold and you must ensure that no-one other than this registered driver(s) will ever drive our vehicle(s).

- To drive an accessible minibus over 4,250KG Gross Vehicle Weight (GVM) your volunteer driver **MUST** hold a drivers licence with a **D1(101)** entitlement + MIDAS.

GVM = the total weight of the vehicle itself + driver + passengers + fuel + luggage and accessibility equipment such as a tail lift.

If your volunteer driver passed their test before **Jan 1<sup>st</sup> 1997**, it is usually an automatic entitlement, if they passed later, they will likely only have a **B** entitlement.

**B + MIDAS** is **not** sufficient to drive a vehicle **over 4,250KG**, if they knowingly do so, they are liable to fines and penalty points on their licence as is the operator (Preston CT), Preston CT reserves the right to recover costs from you and / or your organisation in the event of legal proceedings if this condition is not adhered to.

There is a guide explaining all this "PSV 385" available at the Mobility Centre or on-line: <https://www.gov.uk/government/publications/section-19-and-22-permits-not-for-profit-passenger-transport/section-19-and-22-permits-not-for-profit-passenger-transport>

### INSURANCE

We insure the vehicles on a fully comprehensive basis and hold public and employer liability insurance to cover volunteer drivers – this is one of the reasons why they are considered our volunteer for the purpose of driving our vehicles.

If the vehicle is involved in a road traffic incident or accident in which your driver is subsequently deemed to be at fault – particularly if your driver admits fault, you agree to indemnify us for the excess cost on our policy (currently £500.00). This may be added to an existing invoice or billed separately.

### BOOKINGS & CANCELLATIONS.

- Bookings are provisional until we receive your completed booking request form and a vehicle and volunteer driver have been allocated.
- Cancellations received with less than 24 hours notice—whatever the reason—will incur a £50 cancellation fee. No Shows (*where we expect you to take the vehicle, you have not called us to cancel, yet you do not use it*), will also incur the £50 cancellation fee.

## **VEHICLE STANDARDS**

Seat belts are to be worn at all times when the engine is switched on, it is compulsory when the vehicle is moving.

Mobile phones, even hands free or blue tooth head sets, must not be used whilst driving and if the vehicle is stopped, the engine must be switched off.

Pets are only allowed on board by prior agreement with Preston CT.

Alcohol is not to be consumed on the vehicle by anyone.

Smoking is not permitted in the vehicle.

Gangways must be kept clear to allow a clear route to both exits.

Passengers may leave their personal belongings in the vehicle at their own risk, Preston CT accepts no responsibility for their security when left unattended.

Drivers should not administer medication to anyone unless they; a) know the passenger's medical history, b) are demonstrably qualified to do so, and c) have the passenger's consent.

If one of the passengers on the trip needs care, their care worker should be with them on the trip.

## **SAFETY**

If you wish to use a volunteer to drive for you, they must have a full UK drivers license (i.e. not disqualified) and have a current MiDAS minibus driving certificate. Preferably the driver would have been MiDAS trained by Preston CT however if not; you are responsible for supplying us with their name and contact details along with their MiDAS certificate number – ideally a copy of their certificate.

If the driver does not have one or other of these two documents and if we do not have a record of these, they must not drive Preston CT's vehicles.

Before they drive one of our vehicles for the first time, your driver must have undergone the free, vehicle familiarization short course provided by Preston CT.

Driver vehicle checks, especially "defect reporting" are the single most important procedure for safely operating a vehicle, your driver must complete this prior to setting off and will be trained on this in our MiDAS training.

As a volunteer driver they are not exempt from verifying that the vehicle is safe to drive and the written record is both the best way to ensure safety and demonstrate checks if questioned.

## **CLEANLINESS AND MISC.**

There will be another group using this vehicle after yours - how you would like the vehicle to look for you?

Rubbish must be removed before the vehicle is returned to our depot.

Any spillages or damage should be cleaned up or repaired.

All instances of damage must be reported to us.

Each vehicle has a fuel card.

The vehicle must be returned with at least half a tank of diesel. Otherwise this will be added to your charges.

- If the vehicle becomes dirty through your use, inside or out, we expect you to clean it - take it to a car wash which accepts vans and we will take the price off your invoice – as long as we get the receipt and is not more than £10. If this is not done, we will bill your organisation for the full cost of cleaning.