

2022

Armagh Rural Transport Ltd Vehicle Hire Policy/ Driver Handbook



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INTRODUCTION

Armagh Rural Transport (ART) is an independent company limited by guarantee and is also recognised by the HMRC and the Charity Commission as a charity.

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

The ART minibus group hire service operates from its base at Armagh Business Centre. This service is available to non-profit making community and voluntary groups in the Armagh City and District area.

All minibuses are operated under the Section 10B Small Bus Permit legislation. ART is the registered holder of a Small Bus Permit for the 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 ART. This means that a minibus cannot be hired by an individual or a member of the general public.
- All hires take place in the name of ART.
- A minibus cannot be hired for activities (or as part of activities) which are profit making. This means that a minibus cannot 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 *ART Register of Approved Drivers*.

Subject to availability, a minibus may be hired by a group member on either a "volunteer-driver" basis (page 6) or "with-driver" basis (page 14).

It is important to realise that demand for hiring minibuses in the ART fleet often exceeds the available supply and therefore ART cannot

guarantee that a member will be able to make all the bookings they would like.

Groups in Armagh should contact the ART office in order to hire a vehicle.

Armagh Rural Transport Ltd.

Armagh Business Centre

Office Suite 1

2 Loughgall Road

Armagh

BT61 7NH

Tel No.: 028 3751 8151

E-mail: admin@armaghruraltransport.com

or

info@armaghruraltransport.com

Project Manager: Diane Irwin

Office hours:

Monday to Friday - 9am to 4pm

Updated: April 2022

MINIBUSES

There are 5 minibuses based at the ART office in Armagh. Further vehicles will be part of the fleet.

<i>Vehicle</i>	<i>Registration No</i>	<i>Size</i>	<i>Size</i>
Volkswagen Crafter	EXZ 8376	Minibus	9-seater
Volkswagen Crafter	EXZ 9189	Minibus	16-seater
Volkswagen Crafter	IXZ 9213	Minibus	16-seater
Volkswagen Crafter	RXZ 1859	Minibus	9-seater
Volkswagen Crafter	LXZ 8467	Minibus	16-seater

All the vehicles are fitted with a passenger-lift and have removable seats to allow accessibility for passengers in wheelchairs and passengers with walking difficulties.

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

The seating capacities (including driver) for the ART Minibus fleet are:

Maximum no. of seats	17
Maximum no. of passengers in manual wheelchairs (According to specifications*)	4
Maximum no. of passengers in Powered wheelchairs (According to specifications*)	4

The seating capacities (including driver) for the ART Minibus fleet are:

Maximum no. of seats	10
Maximum no. of passengers in manual wheelchairs (According to specifications*)	2
Maximum no. of passengers in Powered wheelchairs (According to specifications*)	2

NB. The maximum number of seats is reduced when carrying passengers in wheelchairs.

*ART has been advised by Disability Action Transport on safety considerations when carrying passengers in wheelchairs. There are specific guidelines, which determine the distance between a wheelchair and the side of the vehicle and any other obstruction. This information is contained in Appendix 1 (page 21). Due to varying sizes of wheelchairs the maximum number of passengers as quoted above may not always be possible.

The minibus is equipped with:

- Wheelchair clamps
- Webbing restraints
- Restraint systems for passengers travelling in wheelchairs
- A spill pack
- A first aid kit
- A fire extinguisher
- A de-icer and scraper
- The ART Essential Documents Pack

The ART Essential Documents Pack contains:

- ART Booking Form
- ART Vehicle Daily Check Sheet
- MIDAS List of Passengers Form
- ART Defect and Damage Form
- ART Accident Defects Form
- ART Accident Procedure Form
- Copy of Insurance
- ART Vehicle Details
- Copy of the 10b Permit (displayed in the window)
- ART Contact Numbers Card

Also contained on the bus are:

- ART Vehicle Hire Policy
- MIDAS Minibus Driver's Handbook
- Minibus Manual
- Northern Ireland Road Maps

"VOLUNTEER-DRIVER" MINIBUS HIRE

NORTHERN IRELAND SECTION 10B SMALL BUS PERMIT OPERATION

Technically, because all hires take place under the auspices of ART's Small Bus Permit, 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 *ART Register of Approved Drivers*, this is referred to as "Volunteer-driver" minibus hire.

ART REGISTER OF APPROVED DRIVERS

In order to drive any vehicle in the ART fleet, a driver must hold a clean, current, and full UK driving licence. This must have been held for a minimum of 2 years. However, a driver who has subsequently passed a further driving test which gives an entitlement to drive D or DI category vehicles will normally only be required to have held their driving licence for a minimum of 1 year.

In addition, a driver must:

- Be between the ages of 25 and 70.
- Provide their driver's driving licence so a copy may be retained in the ART office. This **MUST** be shown every 6 months thereafter.
- 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 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 (whether physical or mental, including defective vision not corrected by glasses or hearing loss not corrected by a hearing aid that may affect his/her ability to drive a minibus). In addition, details about any medication that is currently being taken, including dosage, should also be provided.
- Successfully undertake a MiDAS (Minibus Driver Awareness Scheme) driving assessment and attend the relevant MiDAS training course(s).

MINIBUS DRIVER AWARENESS SCHEME (MiDAS)

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

1. On-Road Driving Assessment

This is carried out on a one-to-one basis. Every driver receives a written copy of their assessment result, along with pointers aimed at improving their driving technique.

2. Standard Training Module

This is compulsory for all minibus drivers and provides information on: Responsibilities of a Minibus Driver, Passenger Safety, Child Passenger Safety, Defensive Driving, Personal Safety and Breakdown and Accident & Emergency Procedures.

3. Accessible Minibus Training

This module is compulsory for drivers; it has a focus on passengers with mobility difficulties (e.g. those travelling in wheelchairs, and those who may require to use the passenger lift). This session covers the following areas: Passenger Awareness and Assistance, Wheelchair & Passenger Restraint Systems and Passenger Lifts.

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

Drivers who successfully complete the MiDAS assessment and training session(s) will receive a nationally recognised MiDAS certificate, have their name entered on the MiDAS register of drivers and will receive their own copy of the comprehensive MiDAS Minibus Driver's Handbook.

The cost of a MiDAS driving assessment is currently £50. MiDAS driving assessments and training courses are carried out by ART staff who are accredited MiDAS Driver Assessor/Trainers. A refresher course must be completed after 4 years.

A MiDAS driving assessment and relevant training course(s) must be booked in advance of a "Volunteer-driver" hire. A MiDAS driving assessment and booking onto a MiDAS training course can be booked at the ART office.

Drivers must bring their driving licence to the ART office at the time of a driving assessment: failure to do so will result in the assessment being cancelled.

A driver who has successfully undertaken a MiDAS driving assessment and attended the relevant MiDAS training course(s), will be eligible to drive any vehicle in the ART fleet. However, due to the varying levels of equipment on different minibuses, a vehicle familiarisation (which may include a short on-road session) will be required before a driver can drive a vehicle other than the one in which the on-road assessment was carried out. A vehicle familiarisation can often be

carried out immediately before the start of a hire but must be pre-booked.

A driver who has obtained the appropriate MiDAS certificate(s) from an agency other than ART will not normally be required to undertake a further driving assessment with ART. However, ART will still need to see the driving licence of such a driver before she/he can drive a vehicle in the ART fleet and every 6 months thereafter. A vehicle familiarisation is also required for each type of vehicle in the ART fleet.

A driver must complete the ART Driver induction and follow the rules contained in the MiDAS Handbook.

VEHICLE FAMILIARISATION

A driver who has successfully undertaken a MiDAS driving assessment and attended the relevant MiDAS training courses(s), will (subject both to having D1 driving entitlement and to what follows) be eligible to drive any vehicle in the ART fleet. Because of the varying levels of equipment on different minibuses, and particularly because some minibuses are significantly longer and wider than others, a vehicle familiarisation will be required before a driver can drive a vehicle other than the one in which the MiDAS on-road component of the vehicle familiarisation, or the reversing manoeuvre. If either of the on-road component of the vehicle familiarisation, or the reversing manoeuvre, are 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, 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 ART fleet are driven under insurance arranged by ART. ART administers the records of drivers insured for these vehicles. Insurance cover may be invalidated if any of the information contained on the ART insurance form is subsequently found to be false or inaccurate. Any material changes to the information on a driver's license must be notified to ART before that person next drives a vehicle in the ART fleet. Similarly, should a driver have an accident whilst driving any motor vehicle after his/her name is entered on the

ART Register of Approved Drivers that fact must be disclosed to ART before that person next drives a vehicle in the ART fleet.

ART reserves the right to remove a person from the *ART Register of Approved 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 ART shall be the sole arbiter when determining whether an accident is serious or of a minor nature.

Minibuses must not be used for the carriage of goods.

BREAKDOWNS

All vehicles are covered by the R.A.C.: 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. The first point of contact always in this situation is always the ART office, the relevant telephone numbers are all contained on the ART Contact Numbers Card. These numbers are also displayed on the mini-bus above the driver's seat.

BLUE BADGE

Minibuses in the ART fleet are equipped with Blue Badges. These are located in clear plastic folders on the nearside of the windscreen, and are kept inward-facing. The Road Traffic Act 1991 makes it an offence to display a Blue Badge while a motor vehicle is being driven on the road.

Drivers must insure 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 Northern Ireland, 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 ART: this would impede unfairly on those who have a genuine entitlement to use Blue Badges.

PASSENGER SAFETY

ART recommends that lifting & handling of passengers in its minibuses should only be undertaken by individuals who have received appropriate training in the relevant techniques.

The Health & Safety Executive has advised ART that, 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 or passenger lift when boarding or alighting from an ART 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 an ART minibus, and from such a seat to a wheelchair.

CHILDREN

It is a requirement that all children (up to 16 years) sit on forward facing seating and wear seatbelts.

Remember that young children are required to use "appropriate seating", and that ART insists on provision of baby carriers, child seats and booster cushions, to be provided by Member. ART have a minimal

number of each size of carrier. If required, this must be requested at the time of booking.

If your group is a voluntary child care organisation and your driver (either paid or unpaid) is likely to have substantial unsupervised access to children whilst driving a ART fleet vehicle you are recommended to consider requesting an Access NI to provide you with information about that person under the Criminal Conviction information scheme.

It is mandatory that all groups with children provide their own Passenger Assistant/Escort for ALL journeys.

MAKING A BOOKING

Bookings are subject to vehicle availability. 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, destination etc.

Regular bookings for a vehicle can be made in blocks of up to three months and can be booked by terms i.e. September – December; January – April, May - August.

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

In general, and subject to availability, a vehicle can be booked for an overnight journey or weekend trip. Bookings for longer periods may be accepted at the discretion of the appropriate ART 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 5.00p.m, then it must be returned by this time. The ART offices close at 5pm/4pm on Fridays, 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 ART office.

Wilfully keeping a vehicle longer than the pre-booked return time will render the hirer liable to penalties. Clearly, an accident or breakdown would not result in this clause being invoked.

Please note that the ART office is closed at weekends and on bank holidays. If you have a vehicle booked in the evening or over the weekend, you must pick up the keys from the key safe at the door of ART just before you leave. The code of the safe box will be text to the Volunteer Driver before the booked trip. Please note this changes weekly, if you have not received a text you have not been noted as the nominated driver on this occasion. Please telephone the ART office for clarification. The drivers pack will be in the bus already and should be completed and left there where the office staff will lift again.

"WITH-DRIVER" MINIBUS HIRE

NORTHERN IRELAND SECTION 10B SMALL BUS PERMIT OPERATION

Technically, because all hires take place under the auspices of ART'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 ART to nominate a driver from the *ART 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 ART member of staff.

The "with-driver" minibus hire service is provided by paid drivers. The number of "with-driver" hires that ART can carry out will vary from time to time depending on the demand for the service on any given day. This service is primarily available from 8.00 a.m. to 6.00 p.m., Monday - Friday: however, there are occasions when the service will be available outside these hours. Advanced booking is advised on these occasions.

DRIVERS

Every ART driver is fully qualified under the Driver Certificate of Professional Competence (DCPC) in addition to completing their MiDAS scheme Training. Drivers also undertake DCPC periodic training and further additional training in areas such as Minibus Fire & Evacuation Procedures, Emergency 1st aid etc.

Drivers working for ART 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.

It is vital that groups making use of this service do not make unreasonable requests of the driver. For example, a group should not unreasonably request an ART driver to pick up more than the agreed number of passengers. An ART driver reserves the right to refuse a request if he/she believes it is unreasonable.

PASSENGER ASSISTANTS/ESCORTS

ART is unable to offer a passenger assistant/escort service on "with-driver" minibus hires. It is, therefore, the responsibility of the hirer to provide a reliable and competent escort. An escort is compulsory if children or other vulnerable passengers are to be carried. ART reserves the right to refuse a "with-driver" booking if a suitable escort cannot be provided.

The escort is normally expected to meet the driver at the ART office, or at the first passenger pick-up point. The escort'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.
- To work and liaison with the driver.

PASSENGER SAFETY

ART drivers will not be responsible for physically 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 an ART 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 an ART minibus and from such a seat to a wheelchair. ART 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 minibus seat, if the driver believes that safety has been compromised by the hirer's assessment.

MAKING A BOOKING

When a group requests a "with-driver" hire, ART may accept the booking subject to driver availability. In such circumstances, ART 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 are 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 ART 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: ART does not issue reminders when such bookings are about to expire. Renewals of regular bookings cannot be guaranteed.

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 outside normal office hours. If you do not provide such a telephone number, ART cannot 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. This must be

completed before the trip and given back to the ART office or to the driver before the trip begins.

CHARGES

To meet the needs of the local community groups, Armagh Rural Transport has made its pricing policy as flexible as possible.

"With Driver"

**The bus is priced at £9.00 an hour + 0.95p a mile.
Minimum Charge £20.00**

"With Volunteer Driver"

**Flat Rate booking fee of £15.00 + the bus is
Priced 0.95p a mile.**

**There is an overnight charge of £50.00 per night
+ 0.95p a mile.**

Groups are invoiced after their trip.

Note - Prices are subject to review.

MEMBERSHIP

ART is a member-based service. Each non-profit making community and voluntary group must be a member before they can use the ART vehicles. Membership fees are paid annually and are as follows:

Statutory/Private Group:	£50.00 per year
Non-Profit/Community Group:	£30.00 per year
Individual:	£20.00 per year

VEHICLE INSURANCE

The cost of comprehensive vehicle and breakdown insurance is included in the above prices. However, members are liable to the first £250.00 excess on any claim against our vehicle insurance whilst on hire to your group.

MISBEHAVIOUR OF PASSENGERS

If during the course of a trip an individual(s) misbehaves whilst the vehicle is on route, the driver must take the following steps:

- 1.** Stop the vehicle and speak to the escort (if present), alternatively speak to individual/group in question about the behaviour. Issue first warning and ask them to remain in their seat, keep seat belt on and behave throughout journey. The vehicle will not take off until they do so.
- 2.** Complete Incident Report Form, detailing all events and report to Project Manager within 24 hours.
- 3.** On receipt of an Incident Report Form the Project Manager will write to the Member Group involved, they have received a formal warning.
- 4.** If the individual/group continues to misbehave, the Driver should give a second warning. The driver should assess the seriousness of the event. The driver reserves the right to refuse to continue the journey or return to pick-up point.
- 5.** The Driver must complete an additional Incident Report Form and forward to the Project Manager within 24 hours. The Project Manager will write to the Group and advise that if occasion arises to issue another warning, all further bookings will be refused.
- 6.** When a group/individual receives 3 warnings, the ART's Committee reserve the right to refuse transport for the individual/group in question.
- 7.** ART's Committee reserve the right to revoke membership as well as refuse it.

TERMS & CONDITIONS OF VEHICLE HIRE (Service Level Agreement)

GENERAL

- 1.** Bookings for vehicle hires are only accepted by members of ART administrative team. It is the responsibility of the member, not ART, to ensure that bookings made in the name of the member are made by authorised personnel. A member is responsible for the payment of any hire, accepted in good faith by ART, booked in its name.
- 2.** All accounts must be paid promptly. Invoices are sent out at the end of each calendar month and must be paid within 30 days. ART reserves the right to refuse bookings to any group whose account is overdue. Non-payment of invoices will result in loss of membership.
- 3.** The invoice for any particular hire will be the responsibility of the hirer, NOT any particular individual or client of the hirer.
- 4.** It is unlawful for drivers and passengers to smoke (including E-cigarettes/pens) in any ART vehicle. ART reserves the right to refuse hires from groups who defy this regulation.
- 5.** 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 £25.00 surcharge being added to the hirer's invoice.
- 6.** ART reserves the right to ban a driver from driving any vehicle in the ART 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 ART vehicle familiarisation process) to drive a vehicle in the ART fleet. In such circumstances, the driver(s) may be liable to prosecution.
- 7.** ART reserves the right to ban a driver from driving any vehicle in the ART fleet if there are reasonable grounds for believing that person knowingly failed to report any damage to, or accident

involving, a vehicle in the ART fleet whilst it was in their care (i.e. during a hire).

- 8.** For a group that has booked a trip which lasts longer than 2 days ART must have a week's notice of the cancellation so as not to impose a fine. For a group that has booked a trip that lasts 1 day ART requires 2 days notice of the cancellation. Trips that are cancelled outside these criteria are charged £25.00 per day. Exemption to this is at the discretion of the committee.
- 9.** Should a group persistently cancel their bookings, ART reserves the right to exclude membership.
- 10.** ART 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, or objectives of ART.
- 11.** In the event of cancellation or change to a booking by ART, no liability can be accepted for any loss, financial or otherwise, arising from our failure to provide a vehicle, and ART cannot be held responsible for breach of contract in such circumstances.
- 12.** Anyone driving a vehicle in the ART fleet must be on the *ART 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 ART, and insurance cover is consequently invalidated, ART reserves the right to take legal action against the relevant parties.
- 14.** Drivers must notify ART of any changes in the circumstances relating to their driving licence (including changes in health) which occur after they have completed the ART application form.
- 15.** Any fines during "Volunteer-driver" hires resulting from illegal parking (including misuse of a Blue Badge) will be passed onto and are the responsibility of the hirer. ART 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 an ART fleet vehicle while on "Volunteer-driver" 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 inspect the vehicle before and after each hire and note down any damage or fault on the defect form.
- 20.** The hirer is responsible for maintaining correct oil and water levels, and correct tyre pressures during the period of the hire. The hirer is responsible for ensuring the vehicle has enough fuel for the duration of their trip.
- 21.** Members will 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.
- 22.** 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 considered as keeping it against the owner's consent.

ART reserves the right to take any appropriate action to recover the vehicle.

ART reserves the right to levy an additional surcharge in the event of an unauthorised late return of a vehicle. ART reserves the right to refuse hires from groups who are persistently late in returning vehicles.

- 23.** Receipts for fuel, oil or minor repairs incurred during a "Volunteer-driver" hire must be returned to the office together with the check sheet and the keys. Failure to do so will result in these costs NOT being deducted from the invoice.

- 24.** Any accident or damage to the vehicle must be notified to ART as soon as possible.
- 25.** Any engine damage resulting from the wrong type of fuel being used while on hire will be the responsibility of the hirer, and the hirer will have to pay the FULL repair costs.
- 26.** A driver reserves the right to refuse to continue a journey if an individual or group misbehaves on the minibus.

If the individual/group continue to behave in an inappropriate manner on various trips, ART's Committee Members reserve the right to refuse transport for the individual/group in question.

APPENDIX 1

RECOMMENDATIONS FOR WHEELCHAIR SPACE AND POSITION

Tests in the U.K. and elsewhere have shown that there are certain principles which should be followed to ensure the safety of wheelchair users, and other passengers, when wheelchairs are transported in road vehicles. These include:

- Wheelchairs must never travel facing sideways.
- Rearward-facing wheelchairs are permissible, in certain conditions, in certain vehicles. ART do not use this method; all wheelchairs should be forward facing.
- The forward-facing wheelchair must be secured firmly to the vehicle floor.

THE WHEELCHAIR OCCUPANT SHOULD ALSO BE SECURED BY A PASSENGER RESTRAINT, SEPARATELY ANCHORED TO THE VEHICLE.

- Posture restraints for wheelchair users are not passenger restraints and would not give sufficient protection in an impact.
- Lap belts alone provide less passenger protection than 3-point lap-and-diagonal restraints.
- Wheelchairs with low backs do not provide adequate passenger protection in impacts. When low-back chairs are transported, they should be positioned in the vehicle against a bulkhead or other back support.
- Head support, whether attached to the wheelchair or provided within the vehicle, is recommended to reduce whiplash injury on impact.
- The wheelchair space within the vehicle must be sufficient to enable the restraint system to operate as designed. Accessible transport vehicles within North America and Europe are being designed to accept wheelchairs within ISO dimensional guidelines: typically, this means wheelchair space provision of 1300mm long by 750mm wide. Note that this is a general recommendation only

and certain specialised wheelchairs and restraint systems may need considerably more. It is important to check overall required dimensions before installation.

- Wheelchairs should be so positioned within the vehicle as to give clear access to emergency exits.
- Unoccupied wheelchairs and unused equipment must be secured within the vehicle, to prevent them becoming projectiles in the event of an impact.

These central principles are essential to ensure the safety of both the wheelchair user and other passengers.

RECOMMENDED SPACE AND POSITION

All Unwin and Q'Straint wheelchair restraints are crash tested to ensure their safety. The nearest object to an obstruction or sidewall of the vehicle must be a minimum of 150mm (6") away to allow space for the wheels of the wheelchair. If there is doubt about the size of the wheelchair likely to be carried, then 190mm should be the minimum.

The minimum space required to secure a wheelchair with a 4-point webbing wheelchair restraint plus passenger restraint is 120mm (5").

For manual chairs using Unwin clamps and passenger restraint a minimum of 100mm (4") is required.

These recommendations **must** be followed for any eligible journey in any ART vehicle.

All drivers must be fully trained in the use of restraints. If you require a refresher training session before hiring the ART bus, please contact the ART office and this will be arranged to ensure optimum safety for all passengers.

All details are correct at the time of print.

All details are subject to change.

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