



Lothian Community  
Transport Services

## VEHICLE HIRE POLICY

Review & Amendment History			
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## 1 INTRODUCTION

**1.1** LCTS is an independent company limited by guarantee (SC134332), and a charity registered in Scotland (SC018884).

**1.2** This handbook sets out the procedures, and terms and conditions, for hiring vehicles operated by LCTS. For details about other LCTS services, (e.g. training, information and advice), contact the LCTS (Edinburgh) office.

**1.3** The LCTS vehicle hire service operates from bases in Edinburgh and Midlothian, and is available to non-profit making community and voluntary groups in those areas. In Edinburgh, the service is targeted at groups in the east and centre of the city.

**1.4** All vehicles are operated under the *Section 19 Standard Permit* legislation. LCTS is the registered holder of a *Standard Permit* for each vehicle, and every hire is carried out under the terms of the permit. This means that:

- A vehicle can only be hired by group members of LCTS. This means that hires can't be made by an individual or a member of the general public.
- All hires take place in the name of LCTS.
- A vehicle can't be hired for activities (or as part of activities) which are profit making. Therefore, a vehicle can't be hired by a private residential home, a private nursing home or a private nursery.
- Whilst on hire, a vehicle can only be driven by someone who is on the *LCTS Register of Approved Drivers*.

**1.5** Vehicles may, subject to availability, be hired by on a "self-drive" basis (see page 8) or a "with-driver" basis (see page 16).

**1.6** It is important to realise that demand for hiring vehicles in the LCTS fleet often exceeds the available supply and, therefore, LCTS can't guarantee that a member will be able to make all the bookings they would like.

**1.7** Groups in Edinburgh should contact the LCTS (Edinburgh) office in order to hire a vehicle. Groups in Midlothian should contact the LCTS (Midlothian) office. Office hours are 9.00 a.m. to 5.00 p.m. Monday - Friday.

LCTS (Edinburgh)  
200 Sir Harry Lauder Road  
Edinburgh  
EH15 2QA

Tel. 0131-669 8899

LCTS (Midlothian)  
6b Newmills Road  
Dalkeith  
Midlothian  
EH22 1DU

Tel. 0131-663 0176

## 2 VEHICLES

**2.1** There are six accessible minibuses in the LCTS (Edinburgh) fleet and one standard minibus.

Vehicle	Registration number	Maximum passenger seats	Maximum passengers in manual wheelchairs	Maximum passengers in powered wheelchairs
VW Crafter	SN10 FHF	11	0	0
Peugeot Boxer	MX66 FON	15	2	2
Iveco	FN15 GZW	15	4	4
Iveco	SF13 HTN	15	4	4
Iveco	SN09 DVT	15	4	4
Iveco	SN10 ETF	15	5	4
Iveco	SN10 ETO	15	5	4

**2.2** There are six accessible minibuses in the LCTS (Midlothian) fleet.

Vehicle	Registration number	Maximum passenger seats	Maximum passengers in manual wheelchairs	Maximum passengers in powered wheelchairs
Iveco	FM15 BWH	15	4	4
Iveco	SF64 NRV	15	4	4
Iveco	SG63 VWK	15	4	4
Iveco	YJ56 USF	15	5	4
VW Crafter	SF13 BKY	15	5	4
VW Crafter	SF13 BKZ	15	5	4

**2.3** All vehicles, except the standard minibus, are fitted with a passenger-lift and have removable seats to allow the carriage of passengers in wheelchairs. The carrying capacity of a vehicle is reduced when one or more passengers travel in a wheelchair.

**2.4** *Wheelchair Tie-down & Occupant Restraint Systems (WTORS)* are only put on a vehicle if, at the time of making the booking, the hirer has indicated that one or more passengers will be travelling in a wheelchair.

**2.5** The saloon seats in each vehicle are fitted with 3-point inertia reel restraint systems. Passengers must use the available restraint systems at all times, unless they hold a medical exemption certificate.

**2.6** All vehicles are fitted with a speed limiter, which limits the speed to 62mph (100kph).

**2.7** Each vehicle is equipped with:

- First aid kit.
- Two fire extinguishers (one in the standard minibus).

- Spare bulb and fuse kit.
- Spill pack.
- De-icer and scraper.
- Dust pan and brush.
- *LCTS Driver's Pack.*

**2.8** A *LCTS Driver's Pack* contains a copy of:

- |                                    |                                      |
|------------------------------------|--------------------------------------|
| ➤ LCTS Vehicle Information Card.   | ➤ <b>MIDAS</b> Handbook for Drivers. |
| ➤ LCTS Driver Information leaflet. | ➤ Blue Badge Scheme leaflet.         |
| ➤ LCTS Accident Report Form.       | ➤ Highway Code.                      |
| ➤ LCTS Vehicle Hire Policy.        | ➤ Vehicle Manual.                    |
| ➤ LCTS Complaints Procedure.       | ➤ Edinburgh Road Map.                |

### 3 PASSENGERS

#### 3.1 PASSENGER ASSISTANTS

**3.1.1** The hirer must provide a competent and trained passenger assistant when children or other vulnerable passengers are to be carried. Vulnerable passengers include those who:

- Use a wheelchair.
- Have a walking difficulty.
- Are blind or partially sighted.
- Have a hearing impairment.
- Are unable to travel independently.

**3.1.2** The passenger assistant's responsibilities include:

- Dealing with the needs of passengers during a journey.
- Assisting passengers to and from the vehicle.
- Assisting the driver in the event of an accident, breakdown or emergency by looking after the passengers.

**3.1.3** LCTS reserves the right to refuse a booking should the hirer not provide a suitably qualified passenger assistant. LCTS can provide training for passenger assistants.

#### 3.2 PASSENGER SAFETY

**3.2.1** In accordance with international best practice guidelines, passengers using wheelchairs should be encouraged to transfer into a minibus seat where they can do so "independently, painlessly and without significant discomfort."

**3.2.2** LCTS drivers will not be responsible for lifting a passenger during a with-driver hire.

- 3.2.3** Should the hirer undertake the lifting of passengers in a LCTS vehicle, it will be the hirer's responsibility to ensure that any such lifting is only carried out by individuals who have received appropriate training in the relevant techniques.
- 3.2.4** The *Health & Safety Executive* has advised LCTS that, when a passenger requires to be lifted, a robust 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 his/her 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?
- 3.2.5** It is the hirer's responsibility to assess each passenger's ability to use the steps or passenger lift when boarding or alighting from a LCTS vehicle. 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 a LCTS vehicle, and from such a seat to a wheelchair.
- 3.2.6** During a with-driver hire, a LCTS driver will not assist the hirer's passenger assistant with the boarding or alighting of passengers, or with the transfer to or from a vehicle seat, if s/he has a reasonable belief that acting in accordance with the hirer's risk assessment is likely to endanger a passenger's health and safety.
- 3.2.7** LCTS strongly recommends that passengers travelling in wheelchairs should have an appropriate headrest fitted to the wheelchair. Passengers in wheelchairs who travel in a LCTS vehicle without such a headrest do so at their own risk or at the risk of the hirer. LCTS is unable to supply headrests for passengers travelling in wheelchairs due to the variety of wheelchair designs and the differing needs of wheelchair users.
- 3.2.8** It is the hirer's responsibility to undertake a risk assessment concerning the need for a wheelchair user to have a posture belt fitted to the wheelchair. A LCTS driver has discretion to refuse to manoeuvre a person in a wheelchair in the absence of a suitable posture belt if s/he has a reasonable belief that the occupant's health and safety could be endangered during any such manoeuvring.
- 3.2.9** When carrying passengers in wheelchairs, the driver must ensure that the *Wheelchair Tie-down & Occupant Restraint Systems* (WTORS) are used in accordance with the manufacturer's written instructions at all times. Such instructions are fitted in every accessible minibus operated by LCTS.
- 3.2.10** The maximum unoccupied wheelchair weight that can safely be restrained using standard WTORS is 85kg. Where the wheelchair exceeds, or could exceed, that weight, or where the size, design or lack of appropriate anchorage points makes securing a particular wheelchair problematic, it is essential that

the hirer contacts LCTS in advance of the hire so that an individual wheelchair risk assessment can be undertaken.

- 3.2.11** As minibus seatbelts and wheelchair passenger restraint belts are generally only tested to restrain 100kg (just under 16 stones), it is essential that LCTS is advised whenever passengers in excess of this weight require transport. The carriage of, and assistance to and from a vehicle for, passengers weighing in excess of 100kg is subject to an individual risk assessment.
- 3.2.12** It is a legal requirement that LCTS minibuses are never overloaded. Whilst the payload for every seat in minibuses operated by LCTS is well above the legal minimum, the overall payload varies from vehicle to vehicle. If the **average weight per person** (including the driver) travelling on a minibus is in excess of 80kg (12½ stones), the hirer must contact LCTS to determine whether an appropriate minibus can be made available.
- 3.2.13** All mobility equipment, such as folded wheelchairs and walking frames, must be properly secured using the tie-down straps provided in the vehicle. An adequate and unobstructed gangway to exits must be maintained at all times.
- 3.2.14** Passenger seats must not be removed, or moved within the vehicle, during a self-drive hire unless a designated person from the hirer has been specifically authorised (and trained) to do so by LCTS. A person who removes, or moves, a passenger seat without such authorisation and training risks incurring the liability for any injury occurring as a result of such removal or moving.
- 3.2.15** Where appropriate, groups hiring on a self-drive basis should ensure that they comply with the provisions of the *Protection of Vulnerable Groups (Scotland) Act 2007*.

### **3.3** BABY & CHILD SAFETY

- 3.3.1** The driver is legally responsible for ensuring that all children under fourteen years old wear an appropriate passenger restraint. Minibuses operated by LCTS have seats with fully adjustable generational seat belts: this means that they can be adjusted correctly for most children over approximately three years old. However, the most important considerations in determining whether a child can safely use such belts are its height and weight.
- 3.3.2** LCTS has a small number of baby/child seats that can be fitted in some minibuses. Such seats will generally only be fitted to the inner seat of a double seat (i.e. by the window), thereby enabling a responsible adult to sit next to them. The maximum number of baby/child seats that can be fitted in a LCTS minibus is three.
- 3.3.3** The need for baby/child seats should be made clear at the time of booking a hire.
- 3.3.4** Baby/child seats belonging to the hirer should not be fitted to any LCTS vehicle unless prior authorisation has been given by LCTS. Such authorisation may be

dependent upon the hirer bringing the relevant baby/child seat(s) to LCTS for inspection.

## 4 CARRIAGE OF ANIMALS

- 4.1** The only animals that can travel on LCTS vehicles are assistance dogs. When you make a booking, you must tell LCTS about your intention to carry any such dogs.
- 4.2** Assistance dogs are those that are trained to guide a blind or partially sighted person, or assist a deaf person, or assist a person with a physical disability.
- 4.3** A dog mustn't block the vehicle gangway (a legal requirement) or present a trip hazard to people. Where possible, the passenger with the dog should sit behind one of the courtesy screens at the front of the vehicle: this should help protect the animal and other passengers in the event of an accident.
- 4.4** The dog should lie on the floor whilst the vehicle is being driven: if it sits up it could be more vulnerable in a sudden impact.
- 4.5** If an assistance dog is going on a long journey, the owner should give plenty of notice to the driver about the need for a toilet stop.
- 4.6** LCTS reserves the right to refuse to carry an assistance dog if a risk assessment shows that it would be unsafe, or that there would be significant risks to the health of the driver or other passengers.

## 5 BOOKING A HIRE

- 5.1** Bookings are subject to vehicle availability. Provisional bookings are not accepted. 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 and required seating capacity.
- 5.2** 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.
- 5.3** Should you wish to renew a block of regular bookings, please do so in writing: LCTS does not issue reminders when such bookings are about to expire. LCTS tries to maximise the opportunities for all members to make their bookings: therefore, renewals of regular bookings can't be guaranteed.
- 5.4** When making a booking you must be able to specify your seating requirement. Should you subsequently wish to specify a different seating layout (e.g. change from 15 seats to 12 seats plus space for one passenger travelling in a wheelchair), this will only be possible subject to the following:
- There is no detrimental effect on contiguous hires.



- It is possible to schedule the removal/replacement of seats within existing operational constraints.

**5.5** If you book a minibus with 15 passenger seats for a Saturday hire, LCTS is able to book the same vehicle with the same seating configuration to another group on the following Sunday. You would not, therefore, subsequently be able to amend your seating requirement: this is because to do so would either have an adverse effect on the Sunday hirer or require seats to be replaced during the weekend (which is something that LCTS can not undertake).

**5.6** If you intend to carry one or more passengers in wheelchairs, it is essential that you state, when making the booking, how many passengers will be travelling in a manual wheelchair and how many in a powered wheelchair. This is so as to ensure that:

- Sufficient seats are removed to create the necessary space.
- The correct number of *Wheelchair Tie-down & Occupant Restraint Systems* (WTORS) are placed on board at the start of the hire.

**5.7** Once the hire has begun, you can't increase the number of passengers travelling in wheelchairs. For example, if the vehicle is set up to carry one person travelling in a wheelchair, the driver can only pick up one such passenger.

## 6 SELF-DRIVE VEHICLE HIRE

### 6.1 SECTION 19 STANDARD PERMIT OPERATION

**6.1.1** Technically, because all vehicle hires take place under the auspices of LCTS's *Section 19 Standard Permits*, 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 *LCTS Register of Approved Drivers*, this is referred to as "self-drive" vehicle hire.

### 6.2 LCTS REGISTER OF APPROVED DRIVERS

**6.2.1** Entitlement to drive minibuses in the LCTS fleet is partly determined by the date when a driver passed his/her UK manual car driving test. Drivers who passed the test before 1 January 1997 have an automatic entitlement (until the age of 70) to drive a minibus with 9-16 passenger seats. The old style of driving licence will show a driving entitlement of category A (cars). The new style of driving licence will show category B (cars) and D1 (9-16 passenger seat minibuses).

**6.2.2** Drivers who passed the test after 31 December 1996 are required to pass a further driving test in order to gain entitlement to drive a minibus with 9-16 passenger seats (category D or D1 on the new style driving licence). However, under certain circumstances, a driver may drive such a vehicle without the need for such a test. These circumstances are that:

- a) The driver has held a full driving licence, with entitlement to drive a car (category B), for at least two years.
- b) The minibus is used for social purposes by a non-commercial body.
- c) The driver is providing his/her services on a voluntary basis (i.e. unpaid except for reimbursement of expenses).
- d) The gross (i.e. laden) weight of the minibus is not over 3.5 tonnes (or 4.25 tonnes if the vehicle has a passenger lift and is capable of carrying people with disabilities).
- e) No trailer is towed.

**6.2.3** A driver who wishes to drive under the above exemptions will be required to sign a statement certifying that s/he meets the requirements set out in (b) and (c).

**6.2.4** Driving on a voluntary basis is not something that is defined in law. However, LCTS has received advice that a person driving a minibus whilst undertaking duties on behalf of an employer can't be considered to be driving on a voluntary basis. Just because a person's contract of employment does not specify driving as a duty doesn't mean that any such driving could be considered to take place on a voluntary basis.

**6.2.5** It is important to note that the nine Ivecos in the LCTS fleet, and both the VW Crafters in Midlothian, exceed the 4.25 tonnes limit. The Peugeot Boxer is plated at 4.25 tonnes and the VW Crafter in Edinburgh is plated at 3.5 tonnes.

**6.2.6** A driver who passed the manual car driving test after 31 December 1996, and who has subsequently passed a further driving test which gives an entitlement to drive category D or D1 vehicles, is required to have held his/her driving licence for a minimum of 1 year.

**6.2.7** When a driver reaches the age of 70, entitlement to drive a minibus with 9-16 passengers is lost unless s/he passes a medical.

**6.2.8** In addition to the above qualifications, a driver of any vehicle in the LCTS fleet **must:**

- Be between the ages of 21 and 70.
- Complete and sign the LCTS insurance form: a photocopy of the driver's driving licence will be attached to this form.
- 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 a 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 that may affect his/her ability to drive a vehicle. If any such condition or history is

declared, confirmation that DVLA has been notified will be required. Examples of medical history and conditions that DVLA require notification of include:

- i) Neurological Disorders (e.g. epilepsy, Parkinson's disease, Ménière's disease etc.).
  - ii) Cardiovascular Disorders (e.g. angina, arrhythmia or hypertension etc.).
  - iii) Psychiatric Disorders (e.g. depression, dementia or psychosis etc.).
  - iv) Diabetes.
  - v) Drug or alcohol misuse or dependency.
  - vi) Visual disorders.
  - vii) Deafness.
  - viii) Renal disorders.
  - ix) Respiratory or Sleep Disorders
  - x) Any other condition which may affect his/her ability to drive a vehicle: if in doubt as to whether a condition is material, it should be disclosed.
- Obtain the relevant **MIDAS** (Minibus Driver Awareness Scheme) certificates(s).

## 6.3 MIDAS

**6.3.1 MIDAS** is the UK national standard for the assessment and training of minibus drivers, and consists of three modules:

### a) Standard Training

This module is classroom based and is compulsory for all drivers. It takes approximately 3½ hours, and provides information on: *Responsibilities of a Minibus Driver, Passenger Safety, Child Passenger Safety, Defensive Driving, Health & Safety Awareness, Personal Safety and Breakdown, Accident & Emergency Procedures.*

The driver is required to pass a written multiple-choice theory assessment. The pass mark is 80%.

### b) Accessible Minibus Training

This module is classroom based, but is compulsory only for drivers who intend to carry passengers with mobility difficulties (e.g. those travelling in wheelchairs, and those who may require to use the passenger lift); however, all drivers are welcome to attend. It takes approximately 2 hours, and covers the following areas: *Passenger Awareness and Assistance, Wheelchair Tie-Down & Occupant Restraint Systems and Passenger Lifts.*

The driver is required to pass a written multiple-choice theory assessment. The pass mark is 80%.

### c) On-Road Driving Assessment

This is carried out on a one-to-one basis, and takes approximately 1½ hours. The driver has an opportunity to practice driving a minibus, and is then required

to pass a formal driving assessment. The driver has the option of requesting a copy of his/her assessment result, along with pointers aimed at improving his/her driving technique. A driver who achieved the pass mark in the *Accessible Minibus* training module is required to undertake, and pass, a practical test concerning the correct operation of Wheelchair Tie-down & Occupant Restraints Systems (WTORS). The LCTS **MiDAS Driver Assessor/Trainer** will first give a demonstration of such operation.

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

**6.3.3** **MiDAS** driving assessments and training courses are carried out by LCTS staff who are accredited **MiDAS Driver Assessor/Trainers**.

**6.3.4** Drivers who successfully complete the **MiDAS** assessment and training session(s) will receive a nationally recognised **MiDAS** certificate and have their name entered on the national **MiDAS** register of drivers. **MiDAS** certificates are valid for four years, after which a driver is required to undergo **MiDAS Refresher Training** (which will include a short driving assessment).

**6.3.5** The cost of the **MiDAS** classroom based training sessions is:

- £35 (+ VAT) for LCTS members.
- £50 (+ VAT) for non-members.

**6.3.6** The cost covers both modules (a) and (b), with no reduction for a driver not attending module (b), and includes a copy of the **MiDAS Handbook for Drivers**.

**6.3.7** The cost of a **MiDAS** driving assessment is:

- £30 (+ VAT) for LCTS members.
- £45 (+ VAT) for non-members.

**6.3.8** A driver is required to attend the Standard Training module, and pass the written theory assessment, before becoming eligible to book an on-road driving assessment. The on-road driving assessment should be booked within 28 days

of passing the theory assessment. It is not possible to book the on-road driving assessment for the same day as the classroom sessions(s).

- 6.3.9** **MIDAS** classroom modules should be booked at the LCTS (Edinburgh) office: on-road driving assessments are normally scheduled at the LCTS office from which a group will be hiring.
- 6.3.10** Drivers must bring their driving licence to the LCTS office at the time of the Standard Training module. If a driver fails to meet this requirement, s/he will be unable to attend the training session.
- 6.3.11** A driver who has obtained the appropriate **MIDAS** certificate(s) from an agency other than LCTS will not normally be required to undertake a further driving assessment with LCTS. However, LCTS will still need to see the current **MIDAS** certificate(s), together with the driving licence of such a driver, before s/he can drive a vehicle in the LCTS fleet. A vehicle familiarisation is also required for each type of vehicle in the LCTS fleet.
- 6.3.12** All drivers must abide by the rules set out in the *LCTS Driver's Information* leaflet, a copy of which is given to drivers during the **MIDAS** Standard Training module. A copy is also kept in each *LCTS Driver's Pack*.

## **6.4** **VEHICLE FAMILIARISATION**

- 6.4.1** The **MIDAS** on-road driving assessment does not include a full vehicle familiarisation. This is because a hire very often takes place in a vehicle other than the one in which the on-road assessment takes place.
- 6.4.2** It is, therefore, a requirement that a vehicle familiarisation is booked in advance of a self-drive hire.
- 6.4.3** Because of the varying levels of equipment on different vehicles, and particularly because some vehicles are significantly longer and wider than others, a vehicle familiarisation will very often include a short on-road session and require the successful completion of a reversing manoeuvre. If either the on-road session or the reversing manoeuvre is 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.

## **6.5** **INSURANCE**

- 6.5.1** Vehicles in the LCTS fleet are driven under insurance arranged either by LCTS, the City of Edinburgh Council or Midlothian Council. Vehicles owned by City of Edinburgh Council or Midlothian Council are covered by their insurance: however, LCTS administers the records of drivers insured for these vehicles.
- 6.5.2** Insurance cover may be invalidated if any of the information contained on the LCTS insurance form is subsequently found to be false or inaccurate. Any

material changes to the information on a driver's licence must be notified to LCTS before that person next drives a vehicle in the LCTS fleet. Similarly, should a driver have an accident whilst driving any motor vehicle after his/her name is entered on the *LCTS Register of Approved Drivers* that fact must be disclosed to LCTS before that person next drives a vehicle in the LCTS fleet.

**6.5.3** LCTS reserves the right to remove a person from the *LCTS Register of Approved Drivers* if that person:

- Is involved in a serious own-fault accident.
- Has more than one minor own-fault accident in any 12-month period.
- Accrues an unacceptable number of penalty points on his/her driving licence.

**6.5.4** In all such cases, LCTS shall be the sole arbiter when determining whether an accident is serious or of a minor nature, and what constitutes an unacceptable number of penalty points.

**6.5.5** Drivers are responsible for ensuring that the vehicle being hired is safely and securely parked when not in use. Particular attention must be given to properly securing doors, windows and roof vents. Failure to comply with this requirement may result in a driver being restricted in the times that s/he is eligible to drive a LCTS fleet vehicle.

**6.5.6** Insurance cover may be invalidated (or be subject to a penalty payment) should there be any loss from, or damage to, a vehicle as a result of it being left unsecured. Moreover, insurance cover will be invalidated should the vehicle be stolen when the vehicle's keys have been left in, or on, the vehicle. In any such circumstances, LCTS reserves the right to seek compensation from the driver and/or hirer for any costs arising from such loss or damage.

**6.5.7** Vehicles must not be used for the carriage of goods.

**6.5.8** All vehicles in the LCTS fleet carry an excess on insurance claims. However, by paying a *collision damage waiver* (CDW) of £3.00 (+ VAT) on each and every "self-drive" hire, a group avoids any liability for paying an insurance excess, provided that the vehicle is being used in accordance with the law and the *LCTS Terms & Conditions of Vehicle Hire*.

**6.5.9** Payment of a CDW does not mean that the hirer can waive any liability for paying the equivalent of an insurance excess should the vehicle suffer any loss or damage due to the driver's negligence: e.g. loss as a result of the vehicle being left unsecured, or damage caused by a failure to use the mirrors when manoeuvring in tight areas such as a narrow entrance.

## **6.6 REVERSING**

**6.6.1** When reversing a vehicle, LCTS recommends that the driver enlists the help of a colleague who is trained in the use of hand signals. Such a person can guide the driver so that the vehicle is reversed safely. LCTS recommends that you ensure that one of your passengers has undertaken such training: e.g. a

passenger assistant. However, vulnerable passengers should not be left unsupervised in order for a passenger assistant to guide a driver.

## 6.7 “WELL DRIVEN?”

6.7.1 Vehicles in the LCTS fleet are sign written with the slogan “Well Driven? Telephone 0131-669 8899.”

6.7.2 LCTS maintains a log of all complaints received about the standard of driving. Each complaint is investigated. LCTS reserves the right to remove a person from the *LCTS Register of Approved Drivers* if, after investigation, it is determined that person failed to maintain the required standard of driving.

## 6.8 BREAKDOWNS

6.8.1 All vehicles in the LCTS fleet are covered by breakdown recovery procedures: this includes "Home Start" and "Vehicle Recovery". The **MIDAS Handbook for Drivers** contains general details about what to do in the event of a breakdown or accident. More specific information is provided on the *LCTS Vehicle Information Card*.

6.8.2 Payment of a CDW will not cover the cost of replacing a tyre if it is damaged beyond repair due to kerbing, or driving whilst it is flat or punctured.

## 6.9 OFF-ROAD USE

6.9.1 Vehicles in the LCTS fleet should not be driven "off-road". If a driver causes loss or damage to a LCTS fleet vehicle by going "off-road", the costs of any necessary repairs will become the hirer's responsibility. Damage caused in this way will not be covered by payment of a CDW. “Off-road” includes untarmacked tracks and parking in a field.

## 6.10 PARKING

6.10.1 A driver of a LCTS fleet vehicle must adhere to parking regulations at all times. Any fines for illegal parking are the responsibility of the driver.

6.10.2 If the vehicle can't be parked off-street at night, it should be parked on the nearside of the road at least 10 metres from any junction.

6.10.3 When parking in busy or narrow streets, the driver should ensure that the wing mirror nearest to the flow of traffic (usually the one on the off-side) is folded safely in. Damage caused to a wing mirror that is not so folded in will not be covered by payment of a CDW.

## 6.11 BLUE BADGE

6.11.1 Each vehicle in the LCTS fleet is equipped with an organisational Blue Badge, which is located in a clear plastic holder on the nearside of the windscreen. The badge is attached to a white card, and is normally kept **inward facing** so as to prevent it being displayed when there are no eligible passengers being carried.

The **MiDAS Handbook for Drivers** describes the eligibility criteria for a Blue Badge and the parking benefits when one is displayed.

**6.11.2** A LCTS Blue Badge should only be displayed when at least one eligible disabled person is being carried in the vehicle, or is being picked up or dropped off, or whilst the vehicle is parked if it has been, or is to be, used to carry an eligible disabled person to or from the place where it is parked.

**6.11.3** Misuse of an organisational Blue Badge can lead to its confiscation and a fine for both the driver and the organisation. It is the driver's responsibility to ensure that a LCTS Blue Badge is only facing outward in the circumstances described above. Equally, it is the responsibility of the driver to ensure that the vehicle is not parked with a LCTS Blue Badge facing outward when eligible passengers are not being carried.

## **6.12 HEALTH & SAFETY**

**6.12.1** LCTS recommends that groups hiring on a self-drive basis should undertake a risk assessment concerning the need to issue a driver with snow/ice grippers for use in adverse weather. Although they can't prevent all slips and falls, snow/ice grippers can improve traction in many outdoor winter conditions. However, they should never be used whilst driving, within a vehicle, indoors or on hard surfaces. Caution should always be used when walking on slippery surfaces.

## **6.13 MAKING A BOOKING**

**6.13.1** In general, and subject to availability, a vehicle may be booked for any period up to seven days. Bookings for longer periods may be accepted at the discretion of LCTS.

**6.13.2** 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 5.00pm, then it must be returned by this time. The LCTS offices close at 5.00pm 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 delayed unavoidably when returning the vehicle, please telephone the appropriate LCTS office before 5.00pm.

**6.13.3** Wilfully keeping a vehicle longer than the pre-booked return time will render the hirer liable to financial (or other) penalties (see clause 7.2.13 of the *Terms & Conditions of Vehicle Hire*). Clearly, an accident or breakdown would not result in this clause being invoked.

**6.13.4** When making a booking you must be able to specify the name(s) of your designated **MiDAS** qualified driver(s). Should you subsequently wish to designate a different driver, this will be dependent on the need for a vehicle familiarisation that can be scheduled within existing operational constraints.



For example, if your replacement driver has only driven a 13-seat minibus, but you have booked a 16-seat minibus, a new vehicle familiarisation will be required: this may not be possible to schedule if the vehicle is in constant use between the time you notify LCTS of your proposed change of driver and the start of the hire.

**6.13.5** Please note that the LCTS offices are closed at weekends and on some local public holiday Mondays. If you have a vehicle booked at these times, you must pick up the keys and logsheet before 5.00pm on the preceding Friday. LCTS is also closed on Good Fridays.

## **6.14 CHARGES**

**6.14.1** All mileage is chargeable. VAT is applicable to the rates set out below.

**6.14.2** All vehicles are charged at 75p per mile (or part thereof): £33.00 minimum charge. A CDW of £3.00 is added to the cost of every hire. For hires lasting more than 4 days there is a minimum charge of £33.00 a day.

## **7 WITH-DRIVER VEHICLE HIRE**

### **7.1 SECTION 19 STANDARD PERMIT OPERATION**

**7.1.1** Technically, because all hires take place under the auspices of LCTS's *Section 10 Standard Permits*, every hire is considered to be the supply of transport with a driver. However, for the sake of clarity, when the hirer requests LCTS to nominate a driver from the *LCTS Register of Approved Drivers*, this is referred to as "with-driver" minibus hire.

### **7.2 AVAILABILITY**

**7.2.1** With-driver vehicle hires are accepted at the discretion of LCTS.

**7.2.2** In Edinburgh, the with-driver vehicle hire service is provided by paid part-time drivers. In Midlothian, it is provided by a mixture of paid part-time drivers and volunteer drivers. Overall, the number of with-driver hires that LCTS can carry out will vary from time to time, especially in Midlothian because of the fluctuating size of the volunteer pool. The service is primarily available from 9.00am to 5.00pm Monday - Friday: however, there may be occasions when the service will be available outwith these hours.

### **7.3 DRIVERS**

**7.3.1** Every LCTS driver is fully qualified under the **MIDAS** scheme (see pages 10-11). Drivers also undertake additional training in areas such as *Minibus Emergency Evacuation Procedures*.

**7.3.2** Drivers working for LCTS 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.

**7.3.3** The LCTS pool of volunteer drivers is small: it is a delicate job to strike a balance between maintaining a volunteer's interest and also ensuring that s/he is not taken for granted. It is, therefore, vital that groups making use of this service do not make unreasonable requests of the volunteer. For example, a group should not unreasonably request a LCTS driver to pick up more than the agreed number of passengers. A LCTS driver reserves the right to refuse a request if s/he believes it is unreasonable.

## **7.4 MAKING A BOOKING**

**7.4.1** When a group requests a with-driver hire, LCTS may accept the booking subject to driver availability. In such circumstances, LCTS will make every effort to find a driver and will inform the hirer of the outcome as soon as possible.

**7.4.2** A group should give careful consideration to route planning when requesting a with-driver hire, especially if it involves multiple pick-ups of vulnerable passengers. In general, it is good practice that vulnerable passengers travelling to day care or a lunch club should not be on board the vehicle for more than one hour.

**7.4.3** It is the hirer's responsibility to provide LCTS 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 at the destination, and the provision (where necessary) of directions.

## **7.5 EMERGENCIES**

**7.5.1** 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 outwith normal office hours. If you do not provide such a telephone number, LCTS can't 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.

## **7.6 CHARGES**

**7.6.1** All vehicles are charged at 85p per mile (or part thereof): £39.95 minimum charge. The first three hours of the driver's time are normally free: for each hour (or part hour) thereafter, the charge is £11.00 per hour.

**7.6.2** A charge is usually only made for mileage covered whilst passengers are in the vehicle: chargeable mileage starts at the designated first pick-up, even if an individual passenger cancels on arrival of the vehicle. This service is zero rated for VAT.

## 8 TERMS & CONDITIONS OF VEHICLE HIRE

### 8.1 GENERAL

- 8.1.1** Bookings for vehicle hires are only accepted from members of LCTS. It is the responsibility of the member, not LCTS, to ensure that bookings made in the name of the member are made by authorised personnel (e.g. by using an Order Form). A member is responsible for the payment of any hire, accepted in good faith by LCTS, booked in its name.
- 8.1.2** All accounts must be paid promptly. Invoices are sent out at the end of each calendar month, and must be paid within 30 days. LCTS reserves the right to refuse bookings to any group whose account is overdue. Non-payment of invoices will result in loss of membership.
- 8.1.3** The invoice for any particular hire will be the responsibility of the hirer, NOT any particular individual or client of the hirer.
- 8.1.4** Drivers and passengers are not allowed to smoke in any LCTS vehicle. This ban includes e-cigarettes. LCTS reserves the right to refuse hires from groups who persistently ignore this regulation. LCTS reserves the right to levy a charge of £10 (+VAT) per hire for clearing debris caused by smoking.
- 8.1.5** 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 surcharge of £15 (+VAT) being added to the hirer's invoice. In the event of a vehicle not being properly cleaned by the hirer after a bodily fluid spillage, LCTS reserves the right to return the vehicle to the hirer for immediate cleaning at the hirer's cost. Should LCTS deem it necessary, LCTS shall sub-contract the cleaning of a vehicle to another agency and re-charge the hirer the full amount of any costs thereby incurred.
- 8.1.6** Should a group fail to turn up for a booked hire, or give little or no notice of cancelling a hire (or part of a hire), or persistently cancel their hires (regardless of the length of notice given for such cancellation), LCTS reserves the right to levy the applicable minimum hire charge for each hire day (or part day) that is cancelled.
- 8.1.7** LCTS 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 LCTS.
- 8.1.8** In the event of cancellation or change to a booking by LCTS, no liability can be accepted for any loss, financial or otherwise, arising from our failure to provide a vehicle, and LCTS can't be held responsible for breach of contract in such circumstances.

## 8.2 SELF-DRIVE HIRE

- 8.2.1 Anyone driving a vehicle in the LCTS fleet must be on the *LCTS Register of Approved Drivers* and have successfully undertaken the **MIDAS** driving assessment and relevant training course(s).
- 8.2.2 Should a driver provide false or inaccurate information at the time of registering with LCTS, and insurance cover is consequently invalidated, LCTS reserves the right to take legal action against the relevant parties.
- 8.2.3 Drivers must notify LCTS of any changes in the circumstances relating to their driving licence (including changes in health) that occur after they have completed the LCTS insurance form.
- 8.2.4 Any fines during self-drive hires resulting from illegal parking (including misuse of a Blue Badge) will be passed onto, and are the responsibility of, the hirer. LCTS reserves the right to make payment and then recover the amount from the hirer.
- 8.2.5 Any prosecution of a driver arising from the use of a LCTS fleet vehicle while on self-drive hire will be the responsibility of the hirer and/or driver. This includes any charges against a driver arising from vehicle defects.
- 8.2.6 Drivers must not drive whilst under the influence of drugs or alcohol.
- 8.2.7 Drivers must not indulge in dangerous driving, or abuse the vehicle.
- 8.2.8 Drivers must inspect the vehicle before and after each hire, and note down any damage or fault on the logsheet. Nil defects must be recorded on the logsheet.
- 8.2.9 The hirer is responsible for maintaining correct oil and water levels, and correct tyre pressures, during the period of the hire.
- 8.2.10 Drivers must complete all relevant sections of the *LCTS Self-Drive Vehicle Hire Logsheets*. Persistent failure to meet this requirement may result in a driver being removed from the *LCTS Register of Approved Drivers*. If the driver is unable to return the logsheet to LCTS at the end of the hire, LCTS reserves the right to estimate, and enforce, the hire charge.
- 8.2.11 LCTS reserves the right to remove a driver from the *LCTS Register of Approved Drivers* should:
- a) 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 LCTS vehicle familiarisation process) to drive a vehicle in the LCTS fleet. In such circumstances, the driver(s) may be liable to prosecution.
  - b) LCTS have reasonable grounds for believing that person knowingly failed to report any damage to, or accident involving, a vehicle in the LCTS fleet whilst it was in their care (i.e. during a hire).

**8.2.12** Payment of a *Collision Damage Waiver* (CDW) does not exclude a hirer and/or the driver from being 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.
- Repairing any engine damage resulting from the wrong type of fuel being used during the hire.
- Replacing a wing mirror that has been damaged as a result of it not having been folded in when the vehicle was parked.
- Any loss from, or damage to, a LCTS fleet vehicle as a result of it being left unsecured by the driver.
- Any damage caused by a failure to use the mirrors when manoeuvring in tight areas such as a narrow entrance.
- Any loss or damage should the vehicle hired from LCTS be stolen when that vehicle's keys were left in, or on, the vehicle.

**8.2.13** 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 construed as taking the vehicle without the owner's consent. In such cases, LCTS reserves the right to take any appropriate action to recover the vehicle. LCTS reserves the right to levy an additional surcharge of £20 (+VAT) in the event of an unauthorised late return of a vehicle. LCTS reserves the right to refuse hires from groups who are persistently late in returning vehicles.

**8.2.14** Receipts for fuel, oil or minor repairs incurred during a self-drive hire must be returned to the appropriate LCTS office, together with the logsheet and vehicle keys. Failure to do so will result in these costs NOT being deducted from the invoice.

**8.2.15** Any accident or damage to the vehicle must be notified to LCTS as soon as possible.

**8.2.16** The hire vehicle's keys are the responsibility of the driver, not only throughout the hire, but also during any other period when it might reasonably be expected that the driver should incur such responsibility (e.g. the period between collecting the keys from LCTS and the start of the hire). Should a driver lose, or otherwise mislay, a set of keys given into his/her safekeeping by LCTS in connection with a hire, LCTS reserves the right to take any action it sees fit to ensure that its security is not compromised in any way as a result of such loss (e.g. by fitting new locks), and to recover any costs incurred by such action from the driver and/or hirer.

**8.2.17** It is the responsibility of the hirer to ensure that their nominated driver is aware of his/her responsibilities and liabilities as set out in the *LCTS Vehicle Hire Policy* (as amended from time to time).

**8.3 WITH-DRIVER HIRE**

- 8.3.1** The hirer must abide by the pick-up and return times that are agreed at the time of the booking. Should a failure to do so be likely, in LCTS's opinion, to result in a second hirer being unable to use the vehicle at their pre-booked time(s), LCTS reserves the right to arrange alternative transport (e.g. taxis) and to pass on the costs of such transport to the first hirer. In addition, LCTS reserves the right to levy an additional surcharge of £20 (+VAT) on the first hirer.
- 8.3.2** LCTS reserves the right to refuse hires from groups that persist in failing to abide by the agreed times of their hire.

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