Lilbourne Parish Council

Lilbourne Community Minibus Hire Policy and Standard Operating Procedures

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1. Introduction

1.1 The Lilbourne Community Minibus is owned and operated by Lilbourne Parish Council

1.2 Primarily the Community Minibus provides the facility to transport the children of the village to Yelverstoft School and fulfils the contract awarded by West Northamptonshire Council for that service.

1.3 This primary function is covered under a Section 19 Transport Act 1985 Permit.

1.4 Secondary the Community Minibus provides the facility to transport local residents from Lilbourne into Rugby during the week.

1.5 This secondary function is covered under a Section 22 Transport Act 1985 Permit.

1.6 Occasionally the Community Minibus may be required to perform private hire functions to benefit the local residents and it is necessary to charge for the use of the vehicle and for the drivers time.

1.7 This private hire function is operated under the Sec 22 Transport Act 1985 Permit and, in so doing, as a not-for-profit service.

1.8 This document sets out the new charging structure for this private hire functionality on behalf of Lilbourne Parish Council.

2. Policy

2.1 The policy of Lilbourne Parish Council is that where appropriate the Community Minibus is available to hire in circumstances which will benefit and support the local community of Lilbourne and surrounding villages.

2.2 The ethos behind this policy is to utilise the resource to communities that do not have the means of transport available to them due to the rural nature of their locality.

3. Contact Details

3.1 All bookings, general enquiries and comments regarding the Community Minibus should be directed to the Minibus Administrator on behalf of the Parish Council.

4. Administration

4.1 The Community Minibus can be hired when not required for it's Primary and Secondary function referenced at Section 1 above.

4.2 The Minibus Administrator will be responsible for the receipt and preparation of any paperwork regarding the private hire.

4.3 The Minibus Administrator makes all decisions whether the proposed hire is appropriate and fits with operation of the Community Minibus on behalf of Lilbourne Parish Council.

4.4 The Minibus Administrator will only consider / allow the hire of the Community Minibus from applications from residents within the area set out in Appendix B

4.5 An appeal of any decision by the Minibus Administrator acting in the interests of the Parish Council will be presented to the next published ordinary Parish Council meeting for review.

4.6 The Parish Council's decision on an appeal is final, and the potential hirer will be notified of the outcome of the appeal.

5. General Hire Regulations

5.1 The following information will be required on receipt of a potential hire:-

5.1.1 Reason for hire.

5.1.2 Location – pick up and drop off including any stops required.

5.1.3 Mileage – an estimated mileage for the journey.

5.1.4 Time – an estimate of the time required for the whole journey including any waiting time i.e. Where the driver would not be able to freely dispose of their time / park and wait for the return journey.

5.1.5 Any other information required by the Minibus Administrator to assist in making a decision to agree the hire.

5.2 The hirer is responsible for the behaviour of all passengers, and it is expected that the passengers will always behave respectfully towards the driver.

5.3 The hirer must ensure their contact details are provided to the driver.

5.4 Smoking and Vaping is not permitted at any time on the Community Minibus.

5.5 The consumption of Alcohol is not permitted at any time on the Community Minibus.

5.6 Eating is not permitted at any time in the Community Minibus

5.7 Soft drinks and water are permitted on the Community Minibus including their consumption.

5.8 Lilbourne Parish Council does not accept responsibility for the loss or damage to any property left in or on the Community Minibus and passengers leaving property in the vehicle do so at their own risk.

6. Delays to Pick Up Time

6.1 It is the responsibility of the hirer to ensure that all passengers return to the Community Minibus at the allocated pick-up time.

6.2 The rate charged for the hire of the Community Minibus is appropriate to the timings provided by the hirer and reviewed by the Minibus Administrator. Any request for variation from the originally quoted or additional wait times will depend on the allocated drivers availability and will be deducted from the deposit. Any variation must be notified to the Minibus Administrator or if on the day the driver as soon as practicable, normally before the commencement of the journey.

6.3 If passengers are late for pick-up without previous arrangement a charge of £50 will be made after a 15 minute period has passed and this charge will be deducted from the deposit.

6.4 If passengers have not returned within the 15 minutes period after the agreed pick-up time the driver is within their rights to leave and there will be no refund of payment.

6.5 In the event of unforeseen circumstances beyond the drivers control the Community Minibus is late for pick up the driver will contact the hirer to advise.

7. Cleaning

7.1 The Community Minibus must be left in a clean and tidy condition after the hire in readiness for its next primary or secondary function, any costs incurred by the Lilbourne Parish Council to clean the minibus will be chargeable to the hirer at a cost of £50. i.e. Cleaning glitter, balloons, extreme mud (this list is not exhaustive).

7.2 Should any of the passengers be sick during the journey the hirer or someone from the group will be expected to clean it up, if this or any other incident caused requires

an emergency deep clean this will result in a loss of the £100 deposit to cover this expense.

8. Community Minibus Charges

8.1 On receipt of the mileage estimate the Minibus Administrator will conduct a review of the journey using an online mapping tool.

8.2 The Minibus Administrators review of the mileage is final and is not open to discussion by the hirer.

8.3 The mileage charge is as follows:-

8.3.1 Up to and including 50 miles……£50.00

8.3.2 Up to and including 100 miles……..£90.00

8.3.3 Over 100 miles, the rate will be £90.00 plus the rate at 8.3.1 for each additional 50 miles travelled. i.e. 149 mile journey would be £140.00, 199 mile journey would be £190.00.

8.4 A process flow is provided at Appendix A

8.5 A £100 deposit will be required at the time of booking and is in addition to the hire cost.

9. Minibus Driver Charges

9.1 The provision of the Community Minibus through this hire procedure will always be with a driver provided by Lilbourne Parish Council through the Minibus Administrator.

9.2 The Minibus Administrator will review the hours provided by the hirer and can advise and vary the estimated number of hours the driver will be required.

9.3 If the driver experiences any issues during the hire that could not be foreseen such as road closures due to road traffic accidents or other road related activity on the highway the hirer is responsible for any increase in the drivers hours to perform the hire.

9.4 The provision of the minibus driver is calculated on an hourly basis and consequently this links into Section 5 for the total charge calculated.

9.5 The drivers total hours will be added to the Community Minibus charge as laid out in Section 8.

9.6 Lilbourne Parish Council reserves the right to refuse permission or cancel a hire if the use would interfere with the Primary or Secondary function as detailed at Section 1.

10. Invoices

10.1 The hirer will pay the invoice and any extra charges within 28 days of the hire occurring.

11. Breakdown

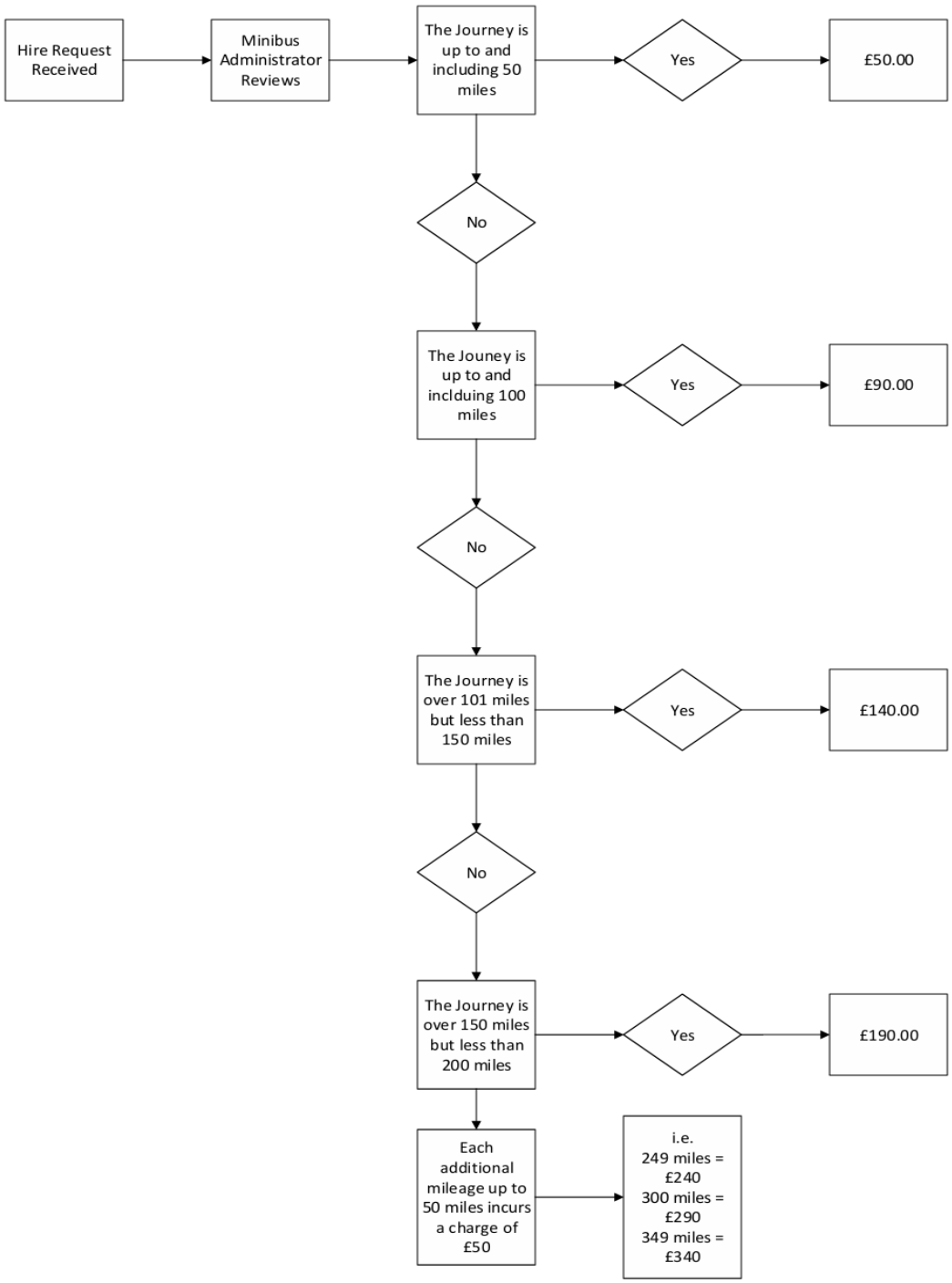
10.1 In the event of a breakdown and Community Minibus is not able to return to Lilbourne without recovery, passengers must arrange their own return.

12. Appendix A – LPC Community Minibus Hire Charge Process

13. Appendix B – Map covering the locality where hiring is available

Appendix A

Libourne Parish Council - Community Minibus Hire Charge Process



Appendix B – Applicable Hire Area from residents for the Community Minibus – Marked in 'Blue' – see Paragraph 4.4

