



SCATA Hire Policy

INTRODUCTION

This policy sets out the procedures, and terms and conditions for hiring any vehicle operated by Strathnairn Community Access and Transport Association (SCATA)

Our vehicle hire service is only available to non-profit making groups in Strathnairn who comply with SCATA's conditions of Section 19 Permit and only passengers of the following classes shall be carried:

- a) Members of the body holding the permit
- b) Persons whom the body exists to benefit, and persons assisting them
- c) Disabled persons or persons who are seriously ill and persons assisting them
- d) Pupils or students at any school, college, university or other educational establishment and staff or other helpers accompanying them.

WHEELCHAIR ACCESSIBLE VEHICLE (WAV)

Each seat is fitted with a safety belt. Passengers must always use the available restraint systems, unless they hold a medical exemption certificate.

The maximum seating capacity (including the driver) is 5 – The driver, 3 seated passengers plus a passenger secured in a Wheelchair or Mobility Scooter.

The vehicle is equipped with:

- A first aid kit
- A fire extinguisher
- A de-icer and scraper
- Warning triangle
- Umbrella
- High visibility waistcoat

The SCATA Driver's Info, which contains a copy of:

- Drivers Log
- Driver's Checklist.
- SCATA Group Hire Policy
- Vehicle Manual
- Procedure in event of Breakdown
- Defects report form
- Accident and Damage report form
- Fire and Emergency Evacuation Procedures
- Use of Additional Restraints info & loading guide

TERMS & CONDITIONS OF VEHICLE HIRE:

GENERAL

1. Drivers and passengers are not allowed to smoke in the SCATA vehicles.
2. Vehicles must be returned in a clean and tidy condition: all rubbish must be removed from the vehicle before the end of the hire. A deposit may be requested for future hires if the vehicle is repeatedly returned in an unclean condition.
3. Drivers should ensure that ALL doors are unlocked before allowing passengers to board the vehicle.
4. A minimum of 48 hours' notice is required for notification of changes to a booking. In the event of any changes not being notified, the booked hire will not go ahead. SCATA cannot be held responsible for breach of contract in such circumstances.
5. Should a group wish to cancel their booking, SCATA ask that as much notice is given as possible, to enable others to benefit from the use of the vehicle.
6. SCATA reserve the right to permanently exclude a driver from driving the vehicles should that person allow another person, who has not been authorised, to drive the SCATA vehicles. In such circumstances, the driver(s) may be liable to prosecution.
7. SCATA reserve the right to permanently exclude a driver from driving the SCATA vehicles if there are reasonable grounds for believing that person knowingly failed to report any damage to, or accident involving, the SCATA vehicle whilst it was in their care (i.e. during a hire).
8. SCATA reserve 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 SCATA.
9. In the event of cancellation or change to a booking by SCATA, no liability can be accepted for any loss, financial or otherwise, arising from our failure to provide a vehicle, and SCATA cannot be held responsible for breach of contract in such circumstances.
10. You **MUST** be able to provide a contact telephone number that will be manned 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, SCATA cannot be held responsible for any failure to inform you about any emergency or other problem associated with the hire.
11. Any fines during self-drive hires resulting from illegal parking (including misuse of a blue Badge), speeding etc will be passed onto, and are the responsibility of, the hirer. SCATA reserve the right to make payment and then recover the amount from the hirer. The hirer is responsible for any charges arising through the use of the vehicle.
12. Any prosecution of a driver arising from the use of SCATA vehicles will be the responsibility of the hirer and/or driver. This includes any charges against a driver arising from vehicle defects.
13. Drivers must not drive whilst under the influence of drugs or alcohol.

14. Drivers must not indulge in dangerous driving or abuse the vehicle.
15. Drivers must inspect the vehicle before and after each hire and note down any damage or fault on the defects sheet and inform the SCATA coordinator.
16. The hirer is responsible for maintaining correct oil and water levels, and correct tyre pressures, during the period of the hire.
17. The hirer may be liable for the cost of replacing a tyre if it is damaged beyond repair due to kerbing or being driven on whilst it is flat or punctured.
18. The vehicles must be returned no later than the previously booked time. Should an unauthorised late return of the 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 the vehicle beyond the booked time can be construed as taking the vehicle without the owner's consent. In such cases, SCATA reserve the right to take any appropriate action to recover the vehicle. SCATA reserves the right to refuse hirer requests from groups who are persistently late in returning the vehicles.
19. Receipts for fuel, oil or minor repairs incurred during the hire must be returned to the SCATA coordinator. Failure to do so will result in these costs NOT being reimbursed.
20. Any accident or damage to the vehicle must be notified to SCATA as soon as possible. The cost of any damage not covered by the insurance will be recoverable from the hirer.
21. Engine damage resulting from the wrong type of fuel being used while on hire will be the responsibility of the hirer, who will have to pay the full repair costs.
22. Drivers should remember that **speed limits for minibuses are not the same as those for cars**. The limits are as follows:

	Speed Limit (mph)
Built up areas* (where no lower limit applies)	30
Single carriage way roads (where no lower limit applies)	50
Dual carriageways (where no lower limit applies)	60
Motorways (where no lower limit applies)	70

*The 30 mph limit usually applies to all traffic on all roads with street lighting unless signs show otherwise. For more details, refer to the Highway Code.

REGISTER OF DRIVERS

Anyone driving the SCATA vehicles must be on the SCATA Register of Drivers.

In addition, a driver must:

- I. Be between the ages of 25 and 75, unless with prior approval from Insurance company.
- II. Complete, sign & return the SCATA Membership & Insurance declaration forms
- III. Provide photos of the driver's driving licence - Copies of both sides (Front & Back) of the licence are required.
- IV. A DVLA Check Code is also required to be provided, information will be provided as to how to obtain this information.

SCATA reserve the right to refuse any driver that they believe may be unsuitable.

It is strongly recommended that Minibus drivers undertake MiDAS training.

MiDAS is the UK national standard for the assessment and training of minibus drivers.

For more details, please review the Community Transport Association website.

VEHICLE FAMILIARISATION

A driver who has been accepted by SCATA will be eligible to drive the SCATA vehicles upon receiving authorisation from the SCATA coordinator.

A vehicle familiarisation may be required before a driver can drive the vehicle/s. Very often, a vehicle familiarisation will include a short on-road session and require the successful completion of a reversing manoeuvre. If either of the on-road components of the vehicle familiarisation, or the reversing manoeuvre, is not completed satisfactorily, the driver will not be allowed to drive the vehicles. Vehicle familiarisation should always be pre-booked.

INSURANCE

The SCATA vehicles are driven under insurance arranged by SCATA.

Insurance cover may be invalidated if any of the information supplied at registration is subsequently found to be false or inaccurate. Any material changes to the information on a driver's licence must be notified to SCATA before that person next drives any SCATA vehicle/s. Similarly, should a driver have an accident whilst driving any motor vehicle after their name is entered on the SCATA Register of Drivers, that fact must be disclosed to SCATA before that person next drives the SCATA vehicles.

SCATA reserve the right to remove a person from the Register of 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, SCATA shall be the sole arbiter when determining whether an accident is serious or of a minor nature.

SCATA may, at their discretion, accept a driver who has current endorsements on their licence. However, any additional excess that may be charged by the insurers will be payable by the hirer, should a claim arise.

In the event of an accident, the hirer will be liable for any insurance excess payable.

SCATA vehicles must not be used for the carriage of goods, unless otherwise authorised.

No animals may be transported in the SCATA vehicles without prior authorisation. If authorised the animal must be in a suitable crate & securely fastened down.

Should a driver provide false or inaccurate information at the time of registering with SCATA, and insurance cover is consequently invalidated, SCATA reserve the right to take legal action against the relevant parties.

Drivers must notify SCATA of any changes in the circumstances relating to their driving licence (including changes in health) that occur after they have completed the insurance form.

PASSENGER SAFETY

We recommend that individuals acquaint themselves with the User / Mobility Loading Guide, in the event of passengers needing to be either transported in a wheelchair, or needing their wheelchair transported whilst they travel in a seat.

We recommend that lifting & handling of passengers in our vehicles should only be undertaken by individuals who have received training in the relevant techniques.

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 when boarding or alighting from the vehicles. 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 the vehicle, and from such a seat to a wheelchair.

CHILDREN

It is a requirement that all children (up to 16 years) wear seatbelts. Remember that young children are required to use appropriate seating. At present SCATA do not provide baby carriers, child seats or booster cushions.

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 the vehicle (i.e. you will not be providing at least one other adult passenger), you are recommended to consider requesting the

Criminal Record Office to provide you with information about that person under the Criminal Conviction Information Scheme.

SCATA recommends the use of an appropriate child seat where the child is up to 135cm in height or under 12 years of age. Please see the Department of Transport web site for further information.

MAKING A BOOKING

1. Bookings can be made by telephoning or emailing SCATA as follows;

Telephone: 07570 824 043

Email: strathnairncommunitytransport@gmail.com

2. In general, and subject to availability, the vehicles may be booked for a period up to three days. Bookings for longer periods may be accepted at the discretion of the SCATA Trustees.
3. Bookings are subject to vehicle availability. Requests for self-hire bookings should state Driver, Purpose of journey and Times required for the booking.
4. Should you wish to renew a block of regular bookings, please note - we do not issue reminders when such bookings are due to expire. We try to maximise the opportunities for any member of the community to make a booking: therefore, renewals of regular bookings cannot be guaranteed.
5. It is the responsibility of the organisation, not SCATA, to ensure that bookings made in the name of the organisation are made by authorised personnel. The organisation will be responsible for any such bookings & accepted in good faith by SCATA.
6. 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 5.00 p.m., then it must be returned by this time as another group may be waiting to start an evening hire. Furthermore, the vehicle may require to be fuelled or checked over. Wilfully keeping a vehicle longer than the pre-booked return time will render the hirer liable to financial (or other) penalties. When there is an accident or breakdown, this does not apply. SCATA reserves the right to refuse hirer requests from groups who persistently book the vehicles for longer than reasonably necessary, thereby denying other users' use.
7. There is no charge for our services. SCATA is free to use however we do gratefully accept donations which allows us to continue to provide & improve our services within the Strathnairn Community. Donations can be made via bank transfer or by meeting one of our trustee's or transport coordinator in person.

VEHICLE BREAKDOWNS

A Breakdown Organisation covers the SCATA vehicles. The MiDAS Minibus Driver's Handbook (for minibuses) contains general details about what to do in the event of a breakdown or accident. More specific information is provided on the SCATA 'In the event of Breakdown' Card.

OFF-ROAD USE

The SCATA vehicles should not be driven "off-road". If a driver causes loss or damage to any SCATA vehicles by going "off-road", the costs of any necessary repairs will become the hirer's responsibility.

HIRER CHARGES / DONATIONS

There is no charge for our services. SCATA is free to use by members of Strathnairn however we do gratefully accept donations which allows us to continue to provide & improve our services within the Strathnairn Community.

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