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01243 531988



Third-Party Clients TERMS & CONDITIONS

This document sets out the procedures, terms and conditions for hiring a minibus operated by CONTACT 88.

The CONTACT 88 Minibus hire service operates under a Department of Transport Section 19 Permit (Small bus legislation) and is available to non-commercial, non-profitmaking communities, social and charitable groups in Chichester and the surrounding district.

CONTACT 88 is a registered charity and may only provide transport for elderly and disabled people.

A CONTACT 88 minibus cannot be hired by a member of the general public.

What Contact 88 provides:

1. One or two minibuses, each with a lift for wheelchairs and fully equipped to meet all essential safety requirements for carrying elderly and disabled persons. The maximum seating capacity of each vehicle is either 11 seated passengers or 10 seated passengers and one in a wheelchair (see note 6 in 'Client obligations'). The seating capacity may also be reduced by walking frames.
2. Vehicles are supplied fuelled, clean, and ready for use.
3. A contact number will be provided to be used in the event of any problems.
4. Every CONTACT 88 driver is qualified and assessed accordingly. Recognising their high level of responsibility when driving for CONTACT 88, drivers will have the authority to assess risks (e.g. exceptional weather, traffic conditions, dangerous behaviour of passengers, etc.) and, if necessary, cancel a journey.

CONTACT 88 does not require its own volunteers to have specialist medical or nursing skills, nor does it provide such training.

5. Each minibus contains

:

- High visibility jackets for emergency use by drivers
 - A First Aid kit, regularly checked and maintained.
 - Two fire extinguishers.
 - Heating (controlled by the driver)
 - Interior lighting (controlled by the driver)
 - Radio (controlled by the driver)
6. All seats in the minibus are fitted with inertia reel seatbelts. All passengers must, by law, wear a seatbelt at all times when the vehicle is moving, unless holding a medical exemption certificate.
 7. CONTACT 88 vehicles carry a 'Blue Badge' which can be used for eligible passengers. It is an offence to display a Blue Badge while a motor vehicle is being driven on the road or when there are no eligible passengers. The driver is held responsible for compliance.
 8. Should CONTACT 88 be unable to supply the requested drivers they will inform the client at least three days in advance of the planned journey.
 9. CONTACT 88 service is charged per vehicle/mile, calculated from when vehicles leave the CONTACT 88 garage until returned. The current mileage and minimum charge are available on request.
 10. Regular clients will receive a monthly account. For occasional clients an invoice will be issued within seven days after a journey. Payment should be made within 28 days from the invoice date. CONTACT 88 reserves the right to refuse bookings to any client whose account is overdue.

Client obligations:

1. All minibus hire bookings are accepted at the sole discretion of CONTACT 88. It is the hirer's responsibility to provide CONTACT 88 with accurate information about the destination and/or venue for a hire, including the precise address and directions, where requested.
2. Use of the vehicle must comply with the charitable purpose of CONTACT 88, which is transport for elderly and disabled people.
3. The hirer must provide a contact telephone number that will enable a member of the travelling group, preferably the organiser, to be contacted during the period of hire. CONTACT 88 cannot otherwise be responsible for any failure to inform the group of an emergency or any problem associated with the hire.
4. The client will be responsible for assuring that all passengers are fit to travel.
5. The client will be responsible for assuring that the number and competence of carers and assistants meet the needs of the specific passengers.

CONTACT 88 recommends minimum ratios of 1 assistant to 10 able-bodied passengers and 1 assistant to 5 disabled or elderly/frail passengers.

Passengers in transit should always have at least one assistant in attendance.

6. Use of the vehicles must comply with passenger capacity limits, weight restrictions and safety requirements. Heavy wheelchairs and mobility scooters cannot be accommodated. When making a booking clients must obtain confirmation from the office that a proposed wheelchair will be acceptable.
7. The client must provide the name and contact number of the person who will be responsible for the vehicle during the period of use.
8. In the event of interior damage to the vehicle by a passenger or passengers CONTACT 88 may require the client to pay for repairs or any Insurance "Excess".
9. It is a condition of the Department of Transport permits issued for CONTACT 88 vehicles that they may '*not be used with a view to profit nor incidentally for an activity that is itself carried out for profit.*' Where the client recovers from passengers any part of CONTACT 88's charge for the journey the total so recovered should not exceed the total direct costs incurred.
10. CONTACT 88 reserves the right to reject, cancel or vary any booking if the purpose for which the vehicle is used is inconsistent with the aims, objectives and rules of CONTACT 88.
11. In the event of a cancellation or change to a booking by CONTACT 88, no liability can be accepted for any loss, financial or otherwise, arising from CONTACT 88's failure to provide a vehicle. Neither can CONTACT 88 be held responsible for breach of contract in such circumstances.