

COMMUNITY BUS — HIRE INFORMATION PACK

Part A — overview and hire fees

The community bus is provided and maintained by Council (**Council**) for use by not-for-profit community organisations (including schools/sporting groups and community groups) to assist in delivering services to residents of the municipality.

Buses are available for hire to community groups based within the City of Glen Eira, provided that they use the buses to deliver services to residents of the municipality.

Buses are not available to individuals, private organisations or businesses.

All Council buses have automatic transmissions. All buses have 12 seats (including the driver).

Hire fees for the use of buses

- Schools/sporting groups: \$100 per half-day \$185 per full day
- Other community groups: \$80 per half-day \$150 per full-day

Hire charges include GST and are subject to change without notice.

Hire of four hours or less in a calendar day constitutes a half-day booking.

More than four hours of hire on any calendar day constitutes a full-day booking.

Booking procedure

Bookings must be arranged through:

Email: communitytransport@gleneira.vic.gov.au or

Telephone: 9524 3333

- Before a booking is confirmed, an authorised community group representative must submit to Glen Eira Community Transport a completed booking form (contained in Part B) with copies of the current Victorian driver's licences of all nominated drivers. Council is not bound to hire until the Community Transport team has confirmed a booking
- Confirmation of bookings is subject to compliance with this booking procedure and availability of the bus.
- Buses are generally parked at Glen Eira Town Hall (corner Glen Eira and Hawthorn Roads, Caulfield). The collection point will be advised on the booking confirmation.

- Bus keys can be collected from Council's Service Centre at Glen Eira Town Hall during business (8am to 5.30pm). For weekend bookings, keys must be collected on the Friday before.
- Keys must be returned to Council's Service Centre at Glen Eira Town Hall during business hours (8am to 5.30pm), or if the bus is returned outside business hours, the keys may be deposited in the after-hours mail chute next to the main entrance.

In order to plan programs, community groups can make bookings in November/December for the following year.

All community buses are fitted with global positioning systems and may be monitored at any time by Council.

Authorised representatives of the community group and all nominated drivers must read this *Community Bus — Hire Information* pack before submitting a booking form.

Part B — Glen Eira Community Bus Booking Form

Hirer details

Organisation name: _____
(referred to as the Hirer)

ACN/ABN/ARBN (if applicable): _____

Address of organisation: _____

Contact person: _____

Phone: _____ Position: _____

Booking dates and times

Booking one

Pick-up date: _____ Pick-up time: _____

Drop-off date: _____ Drop-off time: _____

Destination*: _____

Number of buses: _____ ☐ ☐

Booking two

Pick-up date: _____ Pick-up time: _____

Drop-off date: _____ Drop-off time: _____

Destination*: _____

Number of buses: _____ ☐ ☐

Booking three

Pick-up date: _____ Pick-up time: _____

Drop-off date: _____ Drop-off time: _____

Destination*: _____

Number of buses: _____ ☐ ☐

Booking four

Pick-up date: _____ Pick-up time: _____

Drop-off date: _____ Drop-off time: _____

Destination*: _____

Number of buses: _____ ☐ ☐

*Destination must not be more than 100 kilometres measured as a straight line from Glen Eira Town Hall.

Note: if further booking dates are required, please attach an additional sheet.

Hirer execution

For and on behalf of the Hirer, I, the above-named contact person, hereby acknowledge that I have completely read and fully understand and agree to the general terms and conditions of hire (Part C).

Signature: _____ * Date: _____

*In signing this booking form, I warrant that I am authorised to do so on behalf of the Hirer.

Nominated drivers

By signing this booking form, each nominated driver acknowledges and agrees that they:

- have read, understand and accept the terms contained in this *Community Bus — Hire Information Pack*, including the general terms and conditions of hire (Part C); and
- will not do anything which gives rise to a breach of the general terms and conditions of hire (Part C).

Driver one

Full name: _____ Age: _____

Licence number: _____ List conditions on licence: _____

Signature: _____

Driver two

Full name: _____ Age: _____

Licence number: _____ List conditions on licence: _____

Signature: _____

Driver three

Full name: _____ Age: _____

Licence number: _____ List conditions on licence: _____

Signature: _____

Driver four

Full name: _____ Age: _____

Licence number: _____ List conditions on licence: _____

Signature: _____

Note: a copy of each nominated driver's licence is required to be provided with this *Booking Form* (back and front of licence).

Privacy collection notice

Council (**Council**) is committed to protecting the personal information provided by you in accordance with the principles of the *Privacy and Data Protection Act 2014* (Vic) (**PDP Act**). Personal information is collected by Council only for the purpose of its functions set out in the *Local Government Act 2020* (Vic) and other legislation. Specifically, the personal information provided in your application form is collected, stored and used by Council to process your application for the hire of a community bus. The personal information in your application form will be used solely by Council for that primary purpose or directly related purposes. If this information is not collected, Council will be unable to process your application for the hire of a community bus. In certain circumstances, we may disclose information about you where permitted or authorised under the PDP Act or other applicable laws. Personal information collected in connection with the hire of a community bus may also be disclosed to third parties for the purpose of reporting an incident or damage, including to any Government authority, law enforcement agency or insurer. If you want to know more about privacy at Council, including your right to seek access to your personal information, contact Council's privacy officer on 9524 3333. Council's Privacy Policy is available at <https://www.gleneira.vic.gov.au/about-council/our-organisation/council-legislation-and-policies/privacy>

Part C — general terms and conditions of hire

These terms and conditions set out the terms on which Council shall hire buses to the Hirer.

1. Definitions

In these terms and conditions:

Booking means a booking to hire a bus, as specified in a booking form (as may be amended in the manner contemplated by clause 3.b ii. A booking form may relate to more than one booking.

Booking form means the document titled *Part B - Glen Eira Community Bus Booking Form* contained in the *Community Bus - Hire Information Pack* and which is completed by the Hirer where it wants to make a booking.

Bus means a vehicle owned and operated by Council, which is made available for hire as a community bus.

Community Bus - Hire Information Pack means the document published by Council from time to time titled as such and containing, among other things, the procedures for hiring a bus and these terms and conditions.

Community Transport means Glen Eira City Council Community Transport

Drop-off date and time means the date and time specified in the booking form.

Council means the Glen Eira City Council ABN 65 952 882 314.

GST has the same meaning as given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).

Hire agreement means an agreement between the Hirer and Council with respect to the hire of a bus that is the subject of an accepted booking and which is established in accordance with clause 3.b.

Hire fees means the fees payable by the Hirer to with respect to the hire of a bus as set by Council from time to time.

Hire period means the period starting on the earlier of:

- a. the pick-up date and time specified in the booking form; or
- b. the time the Hirer takes possession of the relevant bus, and ending on the later of:
 - i. the drop-off date and time specified in the booking form; or
 - ii. when the Hirer returns possession of the relevant bus to Council in accordance with these terms and conditions.

Hirer means the organisation specified as such in the booking form.

Incident means any event that takes place, which is related to or in connection with the use of a bus by the Hirer and which does or might result in:

- a. any damage to any real or personal property (including the bus);
- b. any other loss, liability, damage, claim or expense suffered or incurred by any person;
- c. any injury caused to a person (including death); or
- d. any person being in breach of any law.

Nominated driver means a person specified in the booking form as a nominated driver.

Pick-up date and time means the date and time specified as such in the booking form.

2. Interpretation

In these terms and conditions, unless the context requires:

- a. words importing the singular include the plural and vice versa;
- b. a reference to any party or other person includes that person's successors and permitted assigns;
- c. a reference to this or any other document includes a reference to that document as amended, supplemented, novated or replaced from time to time;

- d. a reference to a person includes a natural person, corporation, partnership, trust, estate, joint venture, sole partnership, government or governmental department or agency, association, cooperative and any other legal or commercial entity or undertaking; and
- e. where a party comprises two or more persons, any deed or obligation to be performed or observed by that party binds those persons jointly and each of them severally, and a reference to that party is deemed to include a reference to any one or more of those persons.

3. Hire agreement

- a. The Hirer may apply to book a bus by submitting a completed booking form to Community Transport. A booking form may relate to one or more bookings.
- b. Where Community Transport:
 - i. accepts a booking to hire a bus as specified in a booking form; or
 - ii. does not accept that booking but offers an alternative, which the Hirer then accepts, a contract is entered between Council and the Hirer to hire a bus in accordance with the accepted booking on and subject to these terms and conditions.
- c. For the avoidance of doubt, each accepted booking gives rise to a separate hire agreement, each constituting these terms and conditions and the terms of the booking form relating to that booking (as may be amended in the manner contemplated by clause 3.b ii).

4. Hirer warranties

The Hirer warrants that at all times during the hire period:

- a. it will have a valid public liability insurance policy with a coverage of not less than \$10,000,000 for any one incident in the aggregate; and
- b. is a not-for-profit community organisation.

The Hirer must provide such evidence as is requested from time to time by or on behalf of Council to verify its compliance with the warranties contained in this clause.

5. Nominated drivers

- a. No person other than a nominated driver may drive a bus except to the extent otherwise reasonably necessary due to an emergency.
- b. The Hirer must ensure that each nominated driver:
 - i. is 25 years or older;
 - ii. holds a valid, current unrestricted Victorian motor vehicle licence (not probationary) for the vehicle class required to drive the relevant bus;
 - iii. has read and understood the *Community Bus - Hire Information Pack*, including these terms and conditions.
- c. As between Council and the Hirer, the Hirer is responsible for all acts and omissions of nominated drivers.

6. Bus pick-up and drop-off

- a. The Hirer must take possession of the relevant bus no earlier than the pick-up date and time and return the bus to Council no later than the drop-off date and time.
- b. Each time prior to taking possession of a bus and driving a bus, the Hirer must ensure that each nominated driver thoroughly inspects the bus and confirms that the bus is:
 - i. free of any damage or defect, which could potentially adversely affect the safety of passengers, the nominated driver or any other person; and
 - ii. free of any material maintenance issues, including with respect to any material mechanical or electrical problems.
- c. If the bus is affected by an issue identified under clause 6.b, the Hirer must:
 - i. If the Hirer has not yet taken possession of the bus, not take possession of the bus; or
 - ii. if the Hirer has already taken possession of the bus, ensure that the bus is not driven, in which case the Hirer must follow the procedures set out in the emergency procedures contained in Part D of the *Community Bus — Hire Information Pack*; and

- iii. as soon as practicable advise Community Transport of the issue.
- d. The Hirer must return the bus:
 - i. with a full tank of fuel and with all of the equipment made available to the Hirer;
 - ii. clean and tidy (including with respect to both the exterior and interior) notwithstanding the condition of the bus when the Hirer picked it up;
 - iii. no later than the drop-off date and time;
 - iv. with the keys returned in accordance with the directions contained in the *Community Bus — Hire Information Pack* or as otherwise instructed by Council; and
 - v. with the running sheet, as provided by Council, filled out and submitted to Council.

7. Use of bus

The Hirer must:

- a. not use a bus or allow a bus to be used for any illegal purpose or in any way that may bring Council into disrepute;
- b. comply with all policies and procedures applying in connection with the use of a bus
- c. ensure a bus is only driven in a cautious and safe manner and, otherwise, in accordance with all applicable laws (including all road rules and as relating to seat belts and restraints);
- d. ensure a bus is not driven by a person (including without limitation nominated drivers) while having alcohol or drugs present in his or her blood or breath, including immediately before, or while, driving a bus (excluding prescription medication which does not impact upon driving capacity);
- e. not permit any alcohol or illegal drugs to be consumed or carried on a bus;
- f. not do anything which may prejudice the insurance for a bus;
- g. not charge any passengers a fare or payment for travel on a bus other than as compensation for the actual costs incurred (only hire fees and fuel) by the Hirer for the operation of the bus;
- h. not allow a greater number of passengers to travel in a bus than the number of seat belts or restraints in that bus;
- i. not overload a bus or allow a bus to be overloaded;
- j. not permit smoking on a bus;
- k. not use a bus or allow a bus to be used when it is damaged or unsafe;
- l. not allow a bus to be driven more than 100 kilometres from Glen Eira Town Hall without express prior written permission from Council;
- m. not drive the bus or allow a bus to be driven on an unsealed or dirt road or above the snowline;
- n. not repair or alter a bus in any way other than to repair driver serviceable parts to the extent necessary to safely operate a bus, such as changing a tyre;
- o. ensure that the engine oil and coolant levels of the bus are maintained to the level required for the correct operation of the bus and ensure the tyres of the bus are correctly inflated;
- p. keep bus locked when they are unattended and ensure the keys are kept safe;
- q. excluding drinking water, not permit food or other types of drinks to be consumed on a bus; and

8. Incidents

In the event of an incident, as soon as reasonably practicable, the Hirer must:

- a. notify Council of the Incident and report to Victoria Police where reasonably appropriate and observe the reasonable directions given by each of them;
- b. to the extent they apply, follow the procedures set out in the Emergency Procedures contained

in Part D of the *Community Bus — Hire Information Pack*;

- c. ensure that an incident information form as set out in Part E of the *Community Bus — Hire Information Pack* is duly completed and submitted to Council;
- d. not make any admission of liability in respect of the Incident nor any offer of settlement; and
- e. cooperate with the Police, Council and/or an insurer with respect to any investigations concerning the Incident.

9. Cost of bus hire

- a. The Hirer must pay Council, as and when directed by Council from time to time:
 - i. the hire fees;
- b. an additional fee reasonably determined by Council for the administrative costs in arranging for the tank to be filled up if the bus is returned without a full tank of fuel; and
 - iii. the cost of cleaning the bus and an additional fee reasonably determined by Council for administrative costs in arranging for the bus to be cleaned if the Hirer returns a bus without being properly cleaned (including the interior and/or the exterior).
- c. The Hirer must pay to Council or, as it directs, any money payable from using the bus during the hire period, including road tolls, parking or traffic fines and any other penalties.
- d. Council will issue the Hirer with a tax invoice for any amounts payable in accordance with the hire agreement, which the Hirer must pay within seven days of the date of invoice.
- e. Unless expressed otherwise, all amounts payable under the hire agreement are inclusive of GST, which is additionally payable by the Hirer at the same time as the payment to which the GST relates is payable.

10. Indemnity, release and liability

- a. Subject to clauses 10.b and 16, the Hirer release and indemnifies Council and any loss, liability, damage, claim, cost (including legal costs), or expense suffered or incurred by Council arising out of or in connection with the Hirer's use of a bus.
- b. Clause 10.a does not apply to the extent:
 - i. that the liability is recovered by Council under an insurance policy maintained as a result of compliance with clause 13; or
 - ii. the loss, liability, damage, claim or expense suffered or incurred by Council is caused or contributed to by the negligent acts or omissions of Council

11. Acknowledgements

The Hirer acknowledges that Council is responsible for any item or thing being stolen from a bus during the hire period, damaged while in a bus during the hire period or left in a bus after it is returned at the end of a hire period.

12. Termination and cancellation of bookings

- a. Council may refuse to accept a booking, cancel an accepted booking or terminate a hire agreement at any time for any reason in its absolute discretion. Where an accepted booking is cancelled or a hire agreement is terminated other than due to default of the Hirer, Council shall refund any hire fees paid in respect of the cancelled/terminated bookings. This shall be the sole amount payable by Council in respect of any such cancellation or termination.
- b. If a hire agreement is terminated while a bus is in the Hirer's possession, Council is permitted to enter any property or do anything reasonably necessary to obtain possession of the bus at the Hirer's cost.

- c. Subject to clause 12.d, the Hirer may cancel a booking without being liable for any hire fees at any time prior to 24 hours before the pick-up date and time for that booking by providing written notice to Community Transport.
- d. Notice of cancellation concerning a booking with a pick-up date and time on a weekend must be received by Community Transport before 4 pm on the preceding Thursday.
- e. If the Hirer's cancellation of a booking is not in accordance with clauses 12.c or 12.d, the Hirer shall be liable to pay the full hire fees in respect of that booking.

13. Bus registration and insurance

- a. Council shall ensure that at all times during the hire period:
 - i. the bus is registered in accordance with applicable laws; and
 - ii. comprehensive motor vehicle insurance is maintained in respect of the bus on reasonable standard terms, which operate for the benefit of Council, the Hirer and the nominated drivers.
- b. Without prejudice to clause 10, the Hirer acknowledges and agrees that:
 - i. in the event that an excess is payable with respect to a claim made against an insurance policy as a result of or in connection with damage to or loss of any property which occurred during the hire period (even if such damage or loss was not caused or contributed to by the Hirer or a nominated driver), the Hirer shall pay Council the full cost of that excess; and
 - ii. if a bus is used in breach of any of the terms and conditions of the hire agreement, that bus may not be covered by insurance, and the Hirer may be liable for the full cost of the loss of or any damage to that bus or other property.
- c. Where the Hirer makes an excess payment under clause 13.b.i, the Hirer may be able to recover all or part of this payment under an insurance policy separately maintained by the Hirer. The Hirer should make its own enquiries of its insurers. Council provides no warranties or other assurances in this regard.

14. Severability

If part or all of any provision of these terms and conditions or their application to any person or circumstance is illegal or unenforceable, the provision will be read down to such extent as may be necessary to ensure that it is not illegal or unenforceable. If any provision or part of it cannot be so read down, the provision or part of it will be severed from these terms and conditions, and the remaining provisions of these terms and conditions will continue in force.

15. Non-excludable conditions

These terms and conditions do not exclude, restrict or modify the application of any statutory provision (including a provision of the *Competition and Consumer Act 2010*) where to do so would contravene any such statutory provision or cause any part of these terms and conditions to be void (non-excludable conditions). Non-excludable conditions form part of each hire agreement. Except for non-excludable conditions, all terms, guarantees and warranties implied by law are hereby excluded.

16. Entire agreement

The hire agreement contains the entire understanding between the parties as to its subject matter. All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of the hire agreement are merged in and superseded by the hire agreement and are of no effect.

17. Governing law and jurisdiction

The hire agreement will be governed by and construed in accordance with the law in force in Victoria, and the Hirer agrees to submit to the jurisdiction of the courts of Victoria.

Part D — emergency procedures

Injured person

- **Call triple zero.**
- **Attend to the safety and comfort of injured persons.**
- **Attend to the safety and comfort of other the passengers and the driver.**

Vehicle collision

- Stop immediately and render assistance if required.
- Attend to passengers' and other persons' safety by moving vehicles off the road (if possible) and warning other road users using hazard lights, etc.
- The nominated driver must not make any admission of liability or make any statements or comments which could be interpreted as an admission of liability.
- The nominated driver and passengers should only discuss the vehicle collision with Police, Council, or their respective insurers.
- Exchange drivers' names and addresses, license numbers, registration numbers, name and address of the owner of the vehicles.
- Report all vehicle collisions to the Police.
- Obtain the name of any witnesses or attending police officers.
- Minor repairs must not be attempted.

Breakdown or theft

- Call RACV Roadside Assistance on 13 11 11 and report the problem. RACV will provide assistance with flat tyres, a flat battery, lost keys or keys locked in a bus, out of fuel, and most mechanical problems.
- Note that the Hirer will be liable for any costs relating to a breakdown caused or contributed to by the Hirer (such as lost keys, tyre punctures, flat battery due to lights being left on, etc.).
- If a bus is not safe to drive or is not roadworthy or the driver is unable to continue driving the bus, please contact the Accident Allocation Centre on phone 13 11 76 (Melbourne metropolitan area) or 5227 2111 (Geelong) in the case of an accident (and find out where the vehicle is to be towed to and stored) and RACV Roadside Assistance in the case of breakdown, phone 13 11 11.
- In all other areas, contact Council's Service Centre on 9524 3333 (business hours) and advise of the situation.
- If a bus is stolen, contact the Police and then notify Council's Service Centre on 9524 3333 (business hours) and advise of the situation.

Notification

- Advise the other parties involved in an incident to address all correspondence/queries to Council, PO Box 42, Caulfield South, VIC 3162
Email communitytransportl@gleneira.vic.gov.au
- Please keep Council informed as to any vehicle collision or any other incident that occurs.
- In the event of a vehicle collision or any other incident, fill out and provide to Council, as soon as practicable, the incident information form contained in Part E and an insurance claim form available from Council's Risk and Insurance Unit on 9524 3333.

Part E — incident information form

Bus registration number _____

Name of bus driver _____

Address of bus driver _____

Name of affected other party/driver _____

Address of affected other party/driver _____

Name of other vehicle/property owner _____

Address of other vehicle/property owner _____

Registration number of other vehicle _____

Make of other vehicle _____

Driver's licence number of other driver _____

Insurance company of other vehicle/property owner _____

Name of police officer and station _____

Weather conditions _____

Date and time of accident _____

Exact location of accident _____

Damage to other vehicle/property _____

Witness(es)

Witness one

Full name: _____ Contact number: _____

Address: _____

Witness two

Full name: _____ Contact number: _____

Address: _____

Description of incident

[illegible]

Diagram of incident



*Please provide photos