

## Conditions of Hire for Community Buses



**QMPOL-CF-002 – Version 2 - Conditions of Hire for Community Buses**  
**Date Effective: March 2022 - Review Date: March 2024**

This Hire Agreement covers the conditions of hire for Fairfield City Council’s Community uses.

Council’s Community Bus Program provides affordable and accessible transport for community organisations that operate and are based within the Fairfield Local Government Area (LGA).

Community Buses are to be used for activities that benefit residents who would not otherwise have had access to transport.

**DEFINITIONS**

In this Agreement the following terms have the following meanings:

Activities	General excursions By Council Officials relating to council business. Excludes any personal or family purposes such as private functions or transporting guests to and from social gatherings. Not permitted or conducted on sand, roads limited to four-wheel drive vehicles or trips to the snowfields during the winter season.
Authorised Drivers Register	Register of registered drivers who hold a Light Rigid or greater RMS (Roads and Maritime Services) licence and have completed: (a) an Induction to familiarise themselves with Council’s Community Buses and undertake any other testing as required by Council. (b) Supply a current copy of their Licence. A current copy is held by Council: and Drivers will be authorised up to 1 year.
Casual Hirer	A Hirer who books less than 10 bookings of the Community Bus per calendar year
Community Organisation	A Not-For-Profit (NFP) organisation, association or club established for community service purposes except political or lobbying purposes based in the Fairfield Local Government Area. For example, public schools, sporting clubs and associations, church groups, private aged care, child care centres.
Council	Fairfield City Council
Days	Calendar day
Driver	Nominated driver of the Community Bus agreed to by the Hirer. Responsible for informing the Council and Hirer once their Licence has expired. The Hirer is required to include a list of nominated drivers at the time of applying to utilise Community Buses. Additional drivers can be authorised throughout the year.
Hirer	A representative of a Community Organisation who books a Community Bus. Refers to casual and regular hirers unless specified otherwise.
Licence	Document permitting a person to drive a Community Bus stating the class of NSW Drivers Licence to be Light Rigid (LR) or greater.
Regular Hirer	A Hirer who books more than 10 bookings of the Community Bus per calendar year. Applications open in January of each year and regular hirers are required to submit their Expression of Interest schedule for the

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	upcoming 2 months. The Regular Hirer is responsible for contacting Council to complete the application on a yearly basis.
Work Diary	A diary purchased from the Roads & Maritime Service (RMS). To be completed by the driver every time they drive the Community Bus. One section is to be lodged with Council's Depot along with the Community Bus Log Sheet. No diary will result in the driver being given a warning and Council will remove the authorisation of the driver.

## **CONDITIONS OF HIRE**

### **1. Bookings**

- 1.1 Requests for hire should be made by calling Council's Customer Service Centre on 9725 0222 between Mondays to Fridays 8:30am to 4:30pm excluding Public Holidays.
- 1.2 All Hirers are required to:
  - (a) Read, understand and accept this Hire Agreement.
  - (b) Complete the Community Organisations Bond Payment Form.
  - (c) Complete the Special Trip Form if required.
  - (d) Complete the Accreditation Form and attach the following documentation in support of your status:
    - Certificate of Incorporation, and
    - Organisation's Constitution or
    - Australian Taxation Office ABN or ITEC
  - (e) Provide a copy of your Public Liability Insurance.
- 1.3 Submission of a Bus Hire Booking Request Form does not constitute a confirmed booking.
- 1.4 Special consideration will be given to community organisations catering for those with special needs. Higher priority will be provided to groups with limited resources and to groups unable to utilise other means of transport.
- 1.5 All applications are reviewed and where possible negotiations will take place to accommodate all groups. The decision of Council is final.
- 1.6 The booking will be confirmed either by letter or email.
- 1.7 In the event a Community Bus is out of service due to unforeseen circumstances, Council reserves the right to cancel a hire on any given day without liability. Where possible, Council will provide a replacement vehicle or refund the cost to the hire.
- 1.8 Council will not be responsible for costs incurred in the hire of a replacement bus or the transportation of any person where any damage incurred to the hired Community Bus is deemed to have resulted from the actions or fault of the designated driver or any passenger.
- 1.9 All requirements set out in this Agreement must be strictly adhered to.
- 1.10 Refer to Council's Fees and Charges for use of the Community Buses.
- 1.11 Where vacancies become available, the Community Facilities Branch will advise the Customer Service Centre.
- 1.12 Community Buses are not available from mid December to end January each year.

### **2. Amendments or Cancellation of Booking**

- 2.1 Regular Hirers are committed to utilise the Community Bus on the dates and times as specified in this Hire Agreement.
- 2.2 Council requires written notification of any proposed changes to the Hire Agreement. Notification is required 28 days prior to the commencement of the proposed change.

- 2.3 The following will require written notification:
  - (a) Additional day/s of usage;
  - (b) Cancellation of day of usage (cancellation fee applies);
  - (c) Changes to start and/or finish times (reduction or extension of); and/or
  - (d) Change of bus.
- 2.4 Council will assess each change request and send confirmation in writing.
- 2.5 If the Hirer does not access the Community Bus on the days and times stated in their Hire Agreement and no notification has been received by Council or less than 28 day notice is given by the Hirer, then Council shall forfeit the hire fee.
- 2.6 If the required 28 day notice is received the Hirer shall only incur a cancellation fee.
- 2.7 If less than 28 days' notice is received, the Hirer shall forfeit the hire fee for the cancellation of the date(s) affected.
- 2.8 Regular Hirers are required to notify Council in writing of their intent to cancel their regular hire agreement. A minimum 28 days' notice is required and the hire fee for this period is to be paid in full. The security bond less any outstanding fees will be refunded.

### **3. Community Bus Conditions**

- 3.1 The pick-up and drop off of the Community Bus is at Council's Depot, 45-57 Cardwell Street Canley Vale.
- 3.2 Arrangements must be made between Hirers and Drivers to have the Community Bus collected and returned directly to Council's Depot on the agreed date and times. No Community Bus shall be returned after hours or left unattended.
- 3.3 Community Bus collection and return times are as follows:
  - (a) Weekday – Days: - Hirer's are responsible for picking up the bus between 7:00am and 7.30am and returning it between 4:30pm and 5:00pm. Returns after 5:00pm will be additionally charged the evening rate.
  - (b) Weekday – Evenings: - Hirer's are responsible for picking up the bus between 4.30pm and 5:00pm and returning it between 7:00am and 7:30am the next morning. Returns after 8:00am will be additionally charged at the day rate.
  - (c) Weekends – The Community Facilities Coordinator will contact all weekend hirer's on the Thursday prior in regards to all details of the weekend hire. Weekend Hirer's will arrange changeover with each other and use the Council Depot as the place of changeover.
  - (d) If the Hirer does not make contact on time, Council reserves the right not to release the Community Bus to that Hirer.
  - (e) Weekend pick-ups are between 4.30pm and 5:00pm on Friday and returned between 7:00am and 7:30am on the following Monday morning. Community Buses cannot be returned during the weekend.
- 3.4 Community Buses cannot be collected prior to the time stated on the Hire Agreement.
- 3.5 Community Buses are not released or received on Saturday, Sunday or Public Holidays or during Council's end of year closure period.
- 3.6 In the event the Hirer is running late or there are other issues with regards to the return of the Community Bus, the Hirer must contact Council on 9725 0781 at least an hour before the designated return time. The Community Facilities Coordinator will instruct the Hirer on the process of a late return.
- 3.7 When the Community Bus is returned, Council Officers at the Council Depot will conduct an inspection and an inspection checklist will be completed and forwarded to the Community Facilities Branch for review.
- 3.8 Community Buses have the following restrictions on the kilometres travelled (*as recorded on the odometer of each Community Bus*):

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Weekday (day)	240km
Weekday (evening)	120km
Weekday day and evening – (24 hour period)	360km
Saturday (all day)	240km
Sunday (all day)	240km
Saturday and Sunday	480km
Friday Night, Saturday and Sunday	480km
Special Trip (day)	350km

- 3.9 Community Buses must only be used for the purpose stated on the Hirer's Booking Request Form. The destination must not be changed without prior approval of Council.
- 3.10 Passengers and drivers are permitted to take one piece of small hand luggage only.
- 3.11 Luggage not permitted in the aisle of the bus and to be stored appropriately under each seat.
- 3.12 Council and/or its representatives shall not be responsible for any loss or damage to any property belonging to either the Hirer or any person or passenger using or travelling in the Community Bus or items left in the vehicle after it has been returned to Council under this Hire Agreement.

#### **4. Payments**

- 4.1 All Hirers are required to pay the applicable hire fee as set out in Council's Fees and Charges.
- 4.2 A late fee will be charged if payment is not received by the due date. To ensure that payments are allocated correctly, all Hirers are to have their Event Number when paying the hire fee for the Community Bus.
- 4.3 Toll Charges must be settled promptly by the Hirer. Any outstanding toll fees sent to Council from the toll operator will be charged to the Hirer including any penalties and administration fees.
- 4.4 Hire payment can be made:
- (a) by cash, cheque, eftpos or credit card by calling Council's Customer Service Centre on 9725 0222 or in person at Council's Administration Centre 86 Avoca Road Wakeley.
  - (b) All credit card transactions will incur a surcharge of 0.75%.
- 4.5 For Regular Hirers, the security bond shall be kept for the duration of the regular hire agreement as a guarantee of fulfilment of these conditions and as security against damage to the Community Bus.
- 4.6 If the Hirer breaks the conditions of hire they will be either be penalised or prohibited to utilise the Community Buses for a set period of time depending upon what conditions they have breached and their record of hire. Penalties will be applied according to the Penalty Guidelines available from the Community Facilities Coordinator. These guidelines include:
- (a) If the Hirer does not return the Community Bus back by the required time. They will be additionally charged as per Council's Fees and Charges.
  - (b) If the Hirer exceeds the kilometre allowance they will be charged as per Council's Fees and Charges.
  - (c) If the odometer shows more than an additional 100km (*beyond the allowance*) the Hirer shall be banned from using the Community Bus for 1 year (from the date of Hire Agreement) and penalties may apply.
  - (d) If the Hirer does not clean the Community Bus before returning it to the Council Depot. The Hirer will be charged a cleaning fee in accordance with Council's Fees and Charges.

- (e) If the Hirer does not re-fuel the Community Bus completely (the tank must be at or over the full mark) they will be charged the remaining fuel, plus a re-fuelling fee as above.
  - (f) If any of the items held on the Community Bus as itemised on the Log Sheet Checklist are missing, the Hirer will be liable for the replacement cost.
  - (g) If the Hirer or Driver enables any other person to drive the bus at any time the Hirer will incur the loss of their bond.
  - (h) For all penalties requiring payment of money, the Hirer will receive an invoice from the Council. If the payment is **not** received within 14 days, the Hirer will be banned until the fee has been paid.
  - (i) These amounts may be supplemented by additional payments as required where the cost to be recovered for the breach of the Conditions of Hire is greater than \$100.00.
  - (j) If payment of fees is not received, the Hirer will forfeit their security bond and Council will commence the debt recovery process.
  - (k) Hirer's who continue to breach the Hire Agreement will be prohibited from utilising the Community Buses.
- 3.8 Failure to comply with any of the requirements set out in this Hire Agreement will be regarded as a breach giving Council the right to pursue legal action for recovery of any amount due in respect of such breach and/or review future bookings. Hirers who fail to comply with these conditions may also be liable for one or more of the additional charges set out in Council's Fees and Charges.
- 3.9 Council retains the right to determine the cost of any damage and/or extra cleaning necessary following a Hire Agreement.
- 3.10 In the case when a damage deposit/security bond has been paid, Council will retain all or part of the damage deposit/security bond to meet the cost of damage and/or cleaning as necessary.
- 3.11 In the event where the damage deposit/security bond is not sufficient to cover costs, a separate account will be sent to the Hirer detailing the amount outstanding to meet the cost of damage and/or cleaning as applicable.
- 3.12 The Hirer must pay the difference in any costs by the time frame stipulated. Council reserves the right to take any action necessary to recover such costs.

## **5. "At Fault" Accident/Incident/Damage**

- 5.1 If you are involved in an accident you must adhere to the requirements of the Motor Traffic Act.
- 5.2 Breakdown and Accident Procedures are outlined in the Accident & Breakdown Kit located in the Community Bus bag/glove box.
- 5.3 The Hirer and Driver of the Community Bus shall be liable to pay any deductible arising from an "at fault" insurance claim or in the event recoveries are unsuccessful from third party. As a result, depending on the circumstances of the incident you may be invoiced and be required to pay one of the following amounts:
- (a) \$2000 excess (or repair invoice value whichever is less) to cover the cost of repairs/damages.
  - (b) \$500 excess if third party is deemed "at fault" and unable to be located or recoveries unsuccessful from third party. Council will attempt recoveries for a 1 month period prior to initiating excess.
  - (c) Payment of full repair/damage costs if driver unlicensed, affected by alcohol/drugs or Council's insurer does not cover the claim.
- 5.4 Drivers who have been involved in 3 at-fault accidents or has resulted in a combined repair/damage costs (both Council and Third Party) exceeding \$10,000 within the

insurance period, the driver/organisation will be banned from utilising the Community Buses.

- 5.5 In the event of an accident/incident/damage, the Driver is required to:
- a) You, as a driver, should not admit to the other driver that the accident was your fault as this may affect any claim on the insurance.
  - (a) Collect the details, copy of licence, registration number, insurance particulars and photos of damages of all involved Third Parties;
  - (b) Notify Council's Smash Repair Team on 9725 0882 immediately;
  - (c) Contact NSW Police to attend the scene if a person has been injured or the third party refused to exchange particulars;
  - (d) Complete the QMF-PROF-008 Motor Vehicle Damage-Incidents Reporting Form in person at Council's Depot with the support of the Smash Repairs Team.
- 5.6 Council will not accept responsibility for any cost incurred in arranging the return transport in the event of an accident/incident or bus breakdown.

## **6. Insurance Requirements**

- 6.1 All Hirers are required to have Public Liability Insurance for no less than twenty million dollars (\$20,000,000).
- 6.2 To determine the appropriate level of cover, it is recommended that the Hirer assess their potential liability as more than this amount may be required.
- 6.3 The insurance policy must be endorsed noting the use of Council's Community Bus and purpose for which the Community Bus is to be used. Casual hirers are recommended to take out the same.
- 6.4 Council shall not be responsible for any injury or loss of any type not covered by Compulsory Third Party Insurance (CTP).
- 6.5 Responsibility and risk for the Community Bus is transferred to the Hirer when the Hire Agreement is signed and the Community Bus keys are collected.
- 6.6 The Hirer should exercise all due care and diligence whilst the Community Bus is under their care.
- 6.7 Council and/or its representatives shall not be responsible for any loss or damage to any property belonging either to the Hirer or any person or passenger using or travelling on the Community Bus under Council's hiring agreement.

## **7. Hirer and Driver Responsibilities**

- 7.1 The Hirer must arrange and provide their own driver(s) who will need to apply for authorisation.
- 7.2 All Drivers must be registered as an authorised driver on Council's Authorised Drivers Register.
- 7.3 All Authorised Drivers must carry a Work Diary.
- 7.4 When applying for authorisation, drivers will need to produce their licence, which will be photocopied and will need to undertake an induction. The induction will cover the responsibilities and roles of the driver/hirer. Drivers may also be required to undertake driver assessment/training (at the cost of Council) if identified by Council.
- 7.5 Any traffic or parking infringements incurred while the Community Bus is being used is the sole responsibility of the driver.
- 7.6 The Community Bus must be returned in a clean condition or a cleaning fee will be charged. The Hirers is required to clean marks from windows, sweep floors and remove any rubbish from the Community Bus.

- 7.7 The number of passengers must not exceed the limit set for each Community Bus. Under no circumstances are extra passengers to be carried even for short distances. Hirers and their drivers must also comply with any public health order of any statutory authority in relation to any social distancing measures, change in occupancy limits and any other restrictions on directions.
- 7.8 All the Community Buses are fitted with seat belts, children must be 18kgs and over to ride in Council's buses.
- 7.9 All passengers (including preschool aged children) must be seated within the Community Bus with a maximum of one passenger per seat and must wear a correctly adjusted seatbelt.
- 7.10 The Hirer is responsible for ensuring that the behaviour of every passenger travelling on a Community Bus is at all times acceptable, not disorderly or unlawful. The Community Bus is clearly representing Fairfield City Council with large signage displayed on the sides and rear of the Community Bus. With this in mind, groups should reflect the spirit and intention of the Community Bus service.
- 7.11 The Hirer shall ensure that the Community Bus is correctly parked in safe and secure places while in their care.
- 7.12 No alcohol, food or drink (except water) is to be consumed on any Community Bus, at any time.
- 7.13 Smoking is not permitted on any Community Bus.
- 7.14 No animals are permitted on a Community Bus with special exemption being granted to registered guide dogs and their owners.
- 7.15 Children on a Community Bus are to be supervised at all times by a responsible adult.
- 7.16 Community Buses are fuelled with diesel. All Community Buses are full when collected. Hirers are responsible for the cost of the fuel they use. The Community Bus must be returned with a full tank of fuel.
- 7.17 The Community Buses have electronic doors that slide open and shut automatically. To avoid damage to the doors, they must not be forced or manually pushed open and shut.
- 7.18 Council may vary this procedure or conditions at any time in its absolute discretion.

## **8. Acts and Regulations**

- 8.1 The Hirer and their driver shall conform to the requirements of all relevant Acts and Regulations, orders and directions from statutory authorised affecting the operation and use of a Community Bus (including but not limited to all relevant road rules and public health orders (e.g. social distancing measures and change in occupancy limits).
- 8.2 Hirers must not make any claim against Council for any loss or damage arising or incurred because of Council's compliance with any such statutory laws and requirements and must cooperate with the reasonable directions of Council.
- 8.3 Notwithstanding any other provision in these conditions all Hirers agree to comply with the reasonable direction of Council in relation to the use and operation of a Community Bus.

## **Further Information**

For further information on the applicable Forms, please contact the Customer Service Centre on 9725 0222 or visit Council's Administration Centre 86 Avoca Road Wakeley or website ([www.fairfieldcity.nsw.gov.au](http://www.fairfieldcity.nsw.gov.au)).

For further information relating to this Hire Agreement, please contact the Community Facilities Branch on 9725 0222 or email: [facilitiesadmin@fairfieldcity.nsw.gov.au](mailto:facilitiesadmin@fairfieldcity.nsw.gov.au).