

Community Transport Service Terms and Conditions of Hire



*Please read the following carefully prior to completing the Community Transport Service Bus Hire Form.
Please retain these Terms and Conditions of Hire and return the Bus Hire Form.*

The City of Wanneroo's Community Transport Service is available to support the delivery of and accessibility to local, community-based projects, activities and services. The City of Wanneroo Community Transport Service buses are available for hire by community, sporting or recreational groups and other community-based organisations and associations (as defined in the Community Transport Service Policy):

- Based in the City of Wanneroo
- Primarily servicing City of Wanneroo residents
- Providing a community service

The Community Transport Service buses can be hired on weekdays and weekends (limitations apply), subject to the following conditions. Failure to meet these terms and conditions may result in the cancellation or refusal of future bookings.

1. BOOKING APPLICATION

- 1.1. The term 'hirer' as referred to within this document and other Community Transport Service documentation refers to the organisation hiring the vehicle as identified on the Bus Hire Application Form, and represented by the person signing the declaration on the Bus Hire Application Form.
- 1.2. All applications must be on the official Bus Hire Application Form and signed by a person who has the authority to do so on behalf of the hiring organisation.
- 1.3. Applicants must be over 18 years of age and proof of age is required.
- 1.4. The Community Transport Service buses can only be hired to eligible groups, as defined in the City's Community Transport Service Policy.
- 1.5. The bus cannot be held overnight and can only be hired between 8am and 10pm, unless alternative written arrangement is agreed with the City.
- 1.6. City of Wanneroo has the right to refuse an application.

2. FEES & BOND PAYMENTS

- 2.1. Fees and bonds are in accordance with the annual City of Wanneroo Schedule of Fees & Charges (unless the hirer is entitled to an exemption under Clause 7 of the Policy).
- 2.2. Hire fees and bond must be paid in full to confirm booking.
- 2.3. At the City's discretion, the following fees and charges may be deducted from the bond:
 - Additional hire time
 - Failure to refuel the bus
 - Additional cleaning
 - Missing equipment from the bus
 - Loss of keys or access cards
 - Damage to vehicle
 - Damage to other vehicles, property or persons
 - Claims made on the City by a third party resulting from an action by the Hirer
 - Failure to return and secure the bus at Ashby Operations Centre by the agreed time
 - Other incidentals
- 2.4. The City reserves the right to seek recompense in excess of the bond if the conditions of hire are breached.
- 2.5. Refund of bond balance may take up to 6 weeks.

- 2.6. In the case of at fault damage to the bus the Hirer is responsible for the cost of repairs or the insurance excess of \$2,000, whichever is lowest. Any damage must be reported as soon as possible within business hours to the City of Wanneroo on return of the vehicle.

3. SENIORS GROUPS

- 3.1. Under the Community Transport Service Policy, Seniors Groups may be eligible for a fees and charges exemption where they meet the definition of 'Seniors Group' as provided in the Policy.
- 3.2. This exemption does not apply to individuals accessing a City run community service.
- 3.3. Seniors Groups must complete the Community Transport Service Subsidised Use Request Form annually to be eligible for this exemption.

4. BUS & KEY COLLECTION

- 4.1. The hirer must collect the keys and bus from Ashby Operations Centre.
- 4.2. The bus is located at the City of Wanneroo Ashby Operations Centre, 1204 Wanneroo Road, Ashby. Keys are to be collected from Building 3 at Ashby Operations Centre between 7.45am and 8.30am in the morning or between 2.30pm and 3.30pm on Friday afternoons for weekend hire, unless alternative written arrangement is agreed with the City.
- 4.3. Everyone that comes onto Council property at Ashby Operations Centre must wear a high visibility vest at all times.
- 4.4. Keys can only be collected at the time specified in your booking confirmation.
- 4.5. Any hirer failing to present for collection of keys and bus at the agreed time as per the booking confirmation, may forfeit their booking.
- 4.6. To receive keys you MUST present a copy of your confirmation contract as proof of your booking.
- 4.7. A Pre-Start Checklist, issued at the time of key collection, MUST be completed prior to the bus being driven. The completed Pre-Start Checklist must be returned with the keys. The City must be notified immediately of any significant concerns.
- 4.8. Before returning the bus to Ashby Operations Centre you must ensure that the bus has been refuelled.
- 4.9. Upon returning the bus to Ashby Operations Centre the keys, access card, copy of fuel receipt and completed Pre-Start Checklist must be returned to the lock box at Building 3.

5. DRIVER NOMINATION

- 5.1. Drivers must be nominated on the Application Form.
- 5.2. Hirers must supply their own driver(s) who holds a current, valid full Australian drivers licence (no P plates) as per WA Department of Transport requirements to drive the vehicle applied for.
- 5.3. The City of Wanneroo must sight the valid driver's licence of all nominated drivers at the time of collecting the keys. A copy of each licence will be kept on file with the Application.
- 5.4. Nominated drivers are the only people who have the right to drive the hired vehicle.
- 5.5. Where a hirer is using more than one nominated driver, each driver's names and time they started and finished driving must be recorded on the Bus Use Form provided at the time of hire.
- 5.6. Drivers must obey all road rules and drive in a safe and courteous manner at all times. The driver is responsible if any driving or parking fines are received. The driver's details will be provided to the relevant body and fines must be paid by the driver by the due date.
- 5.7. The driver of the bus must have an alcohol reading of 0, any driver caught driving a Community Transport bus under the influence of alcohol will be reported to the WA Police and disqualified from driving the City's buses again.

6. BOOKING CANCELLATIONS BY HIRER OR CITY OF WANNEROO

- 6.1. Cancellation by the Hirer must be made in writing to the City of Wanneroo's Community Transport department.
- 6.2. Cancellation by the Hirer within 5 working days of the booking date will forfeit 100% of the booking fee.
- 6.3. The Hirer may make an application for a transfer to another date without forfeiting depending on circumstances and availability of vehicles.
- 6.4. Where the Hirer wishes to apply for a transfer to another date it must do so within one working day of the original hire date or the forfeit at 6.2 applies.
- 6.5. The City of Wanneroo reserves the right to cancel any bookings for City business, scheduled maintenance or due to unforeseen circumstances. In such instances, every effort will be made to ensure the Hirer is given at least twenty one (21) days notification to make alternative arrangements.

7. REQUIREMENTS OF HIRER

- 7.1. The bus is to be used for commuter use only.
- 7.2. Hirers can only charge passengers on a cost recovery basis.
- 7.3. The bus is only available for use by the Hirer and cannot be used by any third party.
- 7.4. The bus must not be taken outside a radius of 100km from the Ashby Operations Centre, unless prior written permission is granted by the City.
- 7.5. Children under the age of four (4) years are not allowed to travel on the City's Community Transport Service buses as they are not equipped with correct anchorage points.
- 7.6. Children aged between four (4) and seven (7) years can travel on the City's Community Transport Service buses as long as they are restrained in a booster seat which meets WA Department of Transport standards (supplied by Hirer) and a correctly fastened seat belt.
- 7.7. Applicants can only hire one Community Transport Service bus per day, unless otherwise agreed.
- 7.8. The bus must be refuelled with diesel before it is returned and a copy of the receipt supplied, if not refuelled this cost will be deducted from the bond.
- 7.9. If the vehicle breaks down, there is a yellow RACWA sticker with the phone number on one of the bus windows; you will need to quote the registration number of the bus when calling.
- 7.10. In the event of any accident that renders the vehicle unable to be driven, during business hours contact the City of Wanneroo's Community Transport department on 9405 5618. Where such an event occurs outside of business hours, the hirer must call Perth Heavy Tow on 0414 197 800 to arrange towing of vehicle to Ashby Operations Centre on behalf of the City of Wanneroo.
- 7.11. All incidents or accidents must be reported as soon as possible within business hours to the City of Wanneroo on return of the vehicle.
- 7.12. Food or drinks consumption on the bus is strictly prohibited.
- 7.13. Smoking on the bus is strictly prohibited.
- 7.14. The consumption of alcohol or taking of drugs by anyone on the bus is strictly prohibited.
- 7.15. Buses must not be defaced in anyway e.g. no advertising of your group anywhere on the bus.

8. INSURANCE REQUIREMENTS

- 8.1. All hirers, excluding on an as-agreed basis small not-for-profit community groups that do not have access to insurance coverage, are required to have their own motor vehicle insurance policy covering the City's Community Transport Service bus(s) for the date(s) and time(s) being hired. The

City must be provided with a copy of the Certificate of Currency for this insurance policy when booking the bus.

- 8.2 Under certain circumstances the City may be able to add specific hirers to the City's motor vehicle policy, negating the need for the hirer to have their own insurance policy. This must be discussed and agreed in writing with the City of Wanneroo.

9. BREACH OF TERMS AND CONDITIONS

- 9.1 Failure to meet these terms and conditions may result in the cancellation or refusal of future bookings.
- 9.2 Where the City becomes aware of any breach of these terms and conditions it will take whatever action it deems necessary up to and including banning the hirer from all future use of the community buses, depending on the severity of the breach.