



**Bus Hire Agreement 2017
Between St George Community Transport
And**

Name of Organisation/ Hiring Group:

**Terms and Conditions of Bus Hire Agreement
(1 January 2017 to 31 December 2017)**

St George Community Transport (STGCT) is committed to ensuring access to vehicles by eligible hirers.

STGCT reserves the right to refuse access to persons/ parties at our discretion.

STGCT activities, Commonwealth Home Support Program (CHSP) and Community Care Support Program (CCSP) funded organisations will receive priority over non CHSP & CCSP organisations or individuals.

In the event of a vehicle being unavailable due to mechanical/or other failure STGCT reserves the right to cancel a service at any time without incurring financial liability.

The hiring group must advise/ send confirmation to STGCT of their trip destination one week prior to trip. Drivers will endeavour to take the shortest possible route but unfortunately this is not always feasible.

Group bookings must be made using the Vehicle Hire Booking Form and

emailed to: buses@stgct.org.au

or faxed to: 9586 0112

or mailed to 70 Roberts Avenue Mortdale 2223.

1. Prior to Hire of Bus

1. A Vehicle Hire Booking Form for bus hire must be fully completed and approval received from St George Community Transport
2. For new customers or one-off hires a bond of \$500 must be paid prior to collecting the bus. This will be deducted from your final account provided the bus is returned in the same condition it was hired in.

2. Hirer

1. Vehicles must not be driven to any other destination than the one agreed upon at the time of the booking.
2. Vehicles are not to be used for any other purpose than that agreed upon at the time of booking.
3. Bookings will not be made until the Vehicle Hire Booking Form, Bus Hire Agreement, Certificate of Currency and any other requested documents are returned to our office.
4. The hirer must provide written information on destinations at least 1 week in advance of the booking if the destination has been amended from the one indicated in the original hire agreement.
5. The organisation booking the vehicle is responsible for the behaviour of passengers and to ensure that there is no consumption of alcohol or illegal drugs during transport
6. The hirer is responsible for ensuring all rules and regulations required by the law are implemented (E.g. Seatbelts are being worn correctly.)

3. Driver – Provided by STGCT

1. Drivers will be provided by STGCT unless otherwise agreed. STGCT will allocate the most appropriate vehicle and driver on any given day. No one driver will be provided to a group.
2. STGCT will provide the driver at full cost recovery for driving hours which will be invoiced to the hirer.
3. The drivers hours will include 15 minutes pre-departure and 15 minutes end of day vehicle inspection time.
4. The drivers hours will also include the time it takes to travel from our depot at 37a Lorraine Street Peakhurst to the primary pick up point and return to depot.
5. At all times the driver remains under the direction of STGCT and at all times is required to comply with their position description and adhere to STGCT WH&S guidelines.

4. Driver – ‘Own Driver’ Provided by Hirer

The Hiring Group may request to use their own driver – this is subject to management approval. If approved the following conditions apply:

1. A copy of the drivers’ current licence must be made available to STGCT at the time of booking and will be kept on file.
2. The driver must submit their details for a Drivers Licence check. This check is to verify that the licence is not suspended and to obtain a record of demerit points.
3. Driver must have current NSW LR licence or higher. The driver must also perform a vehicle orientation and demonstrate driving ability.
4. It is the driver’s responsibility to pick up the keys from the office prior to collecting the bus on day of hire, unless agreed arrangements for out of hours have been authorised. The driver is required to return the bus to the depot prior to returning keys and completed paperwork to the office at the conclusion of hire.
5. The completion of a vehicle inspection including logging of kilometres and provision of statistical information on passengers will be required from the driver at the completion of their hire.
6. The driver is responsible for any traffic infringements incurred.
7. No driver is to consume, or be under the influence of alcohol or illegal drugs at any time prior to pick up and during journey. A zero blood alcohol level is compulsory for all drivers. STGCT has the right to refuse keys to driver if they believe the driver is under the influence.
8. In event of breakdown the driver should contact the NRMA . Membership details are listed on the membership card attached to the vehicle keys.
9. In the event of an accident the driver must contact the Police, Ambulance etc as required by law. If a person is injured contact emergency services immediately. Advise STGCT of accident on **9585 3000** or if out of hours on **0428 215 410**.
10. Except in an emergency, the vehicle must not be driven by any person other than the person nominated at the time of booking via the original Hire Agreement and Booking Form. Any such emergency must be reported to STGCT on the day of the incident.
11. The drivers behaviour must at all times uphold the reputation of STGCT as a safe, reliable, client focussed community transport service.
12. Should the driver act in an irresponsible manner causing damage either mechanical or physical to the vehicle the hirer will incur the full cost of repairs and the driver/hirers access to the vehicle may be revoked.
13. The vehicle must be returned with a full tank of **DIESEL** fuel. Failure to return the vehicle with a full tank will incur a refuelling charge. Fuel cards are provided. The pin will be provided at the time of hire.

5. Vehicles

1. The vehicle depot is located at 37a Lorraine Street Peakhurst.
2. STGCT reserves the right to allocate the most appropriate vehicle available on the day of hire.
3. Smoking, eating and drinking in the vehicles is not permitted.
4. The vehicles do not have provision for large amounts of luggage. Hirers are permitted to take hand luggage only on the vehicle. No items are permitted to block the bus aisle.
5. If left unattended, all doors and windows are to be closed and locked
6. The vehicle must return to the depot at the agreed time as identified in the original hire agreement.
7. The vehicle bus is to be locked on return and the keys returned to STGCT office
8. The vehicle shall be returned in a clean and tidy condition. Failure to comply will incur a cleaning charge.
9. For safety of passengers STGCT provides the following equipment on all vehicles.
 - Fire extinguisher/s
 - First Aid Kit
 - Universal Spill Kit

Should any of these resources be used during the hire, the hirer must report such usage on the hire form so that they may be replaced. In case of over use, abuse or theft the hirer may be charged the cost of replacement.

6. Damage of Property, Loss, Accidents or Breakdowns.

1. In the event of an accident or damage to any vehicle caused by the Hiring Group, the hirer is responsible for covering the cost of STGCT insurance excess of \$400 dollars or the cost of repairs up to \$400 dollars (whichever is the lesser amount). This amount is payable within 14 days of the damage occurring.
2. The Hirer shall be liable for all repair/replacement costs associated with the vehicle in the event of an insurance claim being rejected due to the actions of the bus driver or a member of the hire group.
3. STGCT 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 traveling on the vehicle
4. STGCT vehicles are insured. The occupants of the vehicles are insured by Compulsory Third Party Insurance (Green Slip). Incidents occurring outside the vehicle or as a result of negligence of the hirer or their agent shall be covered by the hirer's insurance coverage.
5. In the event of a breakdown the responsibility of STGCT is solely for the bus. The transportation of passengers shall be the responsibility of the hirer.
6. STGCT reserves the right to assess the cost of any repairs and or extra cleaning of the vehicle following a hire. Costs shall be recovered from the hirer within 14 days.
7. In the event of vehicle breakdown or accident STGCT will NOT be responsible for the provision of or payment for alternative transportation or accommodation.

7. Carer/ Assistant

1. STGCT will provide a bus and a driver to any eligible group. The group **must** supply their own Carer / Assistant
2. The safety of the passengers is the utmost importance and drivers cannot be expected to also act as a Carer/Assistant. Many service users need assistance in and out of their front door, which is the responsibility of the Carer/Assistant as drivers are **not permitted** to leave the bus unattended.
3. Carer/Assistants will be picked up first and must advise the driver of service users requiring transport. No service user will be picked up before the Carer/Assistant.
4. The driver is not permitted to convey any passengers without a carer/bus assistant present. If the driver arrives at the hire and there is no carer/bus assistant, the hire will be cancelled
5. The carer/ assistant are required to be on the bus during all service user pick up and return trips.
6. The group must provide a passenger list to Community Transport no less than 24 hours prior to use of bus. This will be given to the driver with collection of keys. It is the group's responsibility to provide the Carer/Assistant with the passenger list. At the end of the day the list should be returned to the office with driver for verification.
7. It is the Carer/Assistants responsibility to ensure all service users are seated and have secured their seatbelts for the full duration of the journey, and their personal belongings are securely stored to minimise risk in the vehicle. All wheelchairs, walking/mobility aids are to be secured by the Driver with the assistance of the Carer/Assistant. The Driver is responsible for the operation of the mobility lift.

8. Passenger Information

For all hiring groups:

As per Safety Requirements a passenger manifest is to be provided for each transport event.

8 Workplace Health & Safety (WHS)

1. Any mobility aid, frame or wheelchair, carried upon a Community Transport vehicle shall be stored in a manner which will minimise the risk of it becoming a missile within the vehicle in the event of sudden deceleration (e.g. an accident or emergency stop). All mobility aids and/or loose items must be secured prior to the commencement of the trip.
2. **It is a WHS requirement that a high visibility vest is worn by all personnel when in the STGCT depot.**

9 Feedback

STGCT welcomes your feedback, compliments, comments or complaints, it helps us to provide a better service. Complaints will be dealt with in line with STGCT's procedures and policies and will be treated with confidentiality. When we receive your complaint or concern we will let you know how we are going to investigate, and what steps will be taken. Your concern or complaint will be treated as serious and we will keep you informed at all times. The service you receive will not be changed or stopped because you have made a complaint, nor will it affect your request for future services. Please write in your own words the details of the situation you are reporting, including dates and times and forward to STGCT Management- email: customerfeedback@stgct.org.au

ACKNOWLEDGEMENT

I acknowledge that:

- I have the permission of the organisation submitting this application to sign this document on their behalf
- I have read the Conditions of the Bus Hire Agreement for St George Community Transport and agree to abide by them:

Print Name: _____

Signature: _____

Position in Organisation: _____

Date: _____

Name of Organisation: _____