



# COMMUNITY FACILITIES MANAGEMENT

## COMMUNITY BUS PERMANENT HIRING PROCEDURE

Reviewed: *12 August 2015*  
Next Review: *12 August 2017*

TRIM 306538.2015



## Community Bus Expression of Interest – Permanent Hire 2016 Application Package

The aim of this application form is to assess the Expression of Interest from organisations intending to provide community programs and services to the Liverpool community through the utilisation of Council's community buses.

Community Facilities will assess applications against the following selection criteria:

- The program provides a needed community service in line with Council's Management Plan and
- Community Strategy (the Community Strategy can be accessed via Council's website)
- The community bus is suited to the proposed program
- The organisation has proven financial management
- If the organisation has utilised Council venues in the past: the organisation has conducted themselves according to Council's policies and procedures
- The service is based in Liverpool and targets customers from the Liverpool Local Government Area
- The organisation has a current Public Liability Insurance policy
- The organisation has no outstanding debt for previous usage

Please complete the application form by **Wednesday 21 October 2015** and return it via the following:

- **In Person** at Liverpool City Council Administration Building and Customer Service Centre  
Level 2, 33 Moore Street, Liverpool, NSW, 2170  
Monday to Friday, 8.30 am to 5.00 pm
- **By Post** addressed to:  
Community Facilities Management  
Expression of Interest Permanent Hire 2015/2016  
Liverpool City Council  
Locked Bag 7064  
Liverpool BC NSW 1871
- **By Email** to [f.management@liverpool.nsw.gov.au](mailto:f.management@liverpool.nsw.gov.au)

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## COMMUNITY BUS PERMANENT HIRING PROCEDURE

### PURPOSE/OBJECTIVES

All hirers who apply through the twelve (12) month expression of interest process are considered to be a permanent hirer for that 12 month period and accordingly will complete and sign a Permanent Hire Agreement.

All requirements as set out in these hiring procedures must be strictly adhered to. Fees and charges for use of the community bus are established and endorsed by Liverpool City Council annually (each financial year).

### DEFINITIONS

Bus: The class of licence required to drive the three Community buses is Light Rigid or greater

14 seater	13 passengers plus driver
23 seater	22 passengers plus driver, this bus can be fitted with wheelchair access upon request, however the number of seats is then reduced to 19 with a total passenger capacity of (19 passengers + 1 wheelchair passengers + driver)
25 seater	24 passengers plus driver

### PROCEDURE

#### 1 Principles of Use

- 1.1 The community bus service is primarily to service community groups and organisations that would otherwise have difficulty accessing transport. The buses are also available for Council use relating to work activities only. The bus is NOT available for personal/family use or purely social purposes.
- 1.2 Council's Community Bus program provides affordable and accessible transport for community groups that operate and are based within the Liverpool Local Government Area.
  - The service is to remain available to a broad range of community groups based in the Liverpool Local Government Area (LGA).
  - Please note that documentary evidence on a certified letterhead may be requested showing the location of your group and a telephone reference may also be carried out where necessary.
  - Council's Community Buses are not available for private functions or transporting guests to and from community gatherings.
- 1.3 Use by schools and sporting groups is limited to those representing Liverpool at special functions (documentary evidence may be requested to confirm function details). General school excursions are permitted.
- 1.4 Special schools based in the Liverpool LGA only are permitted usage.

- 1.5 A high priority will be given to groups with limited resources and to groups unable to utilise other means of transport.

## **2 Conditions of Use**

- 2.1 Bookings for Council's community buses shall be primarily based on 'Registration of Interest' which shall be called on a 12 month basis. Expression of interest is advertised for the period of January to December. Any vacancies following the receipt of all expression of interest applications shall be filled by casual bookings taken by Council's Customer Service Centre and/or Community Services.
- 2.2 Hirers are assessed and placed into the following categories.

### **Category A**

Registered clubs, sporting bodies (all groups & clubs must be based in the Liverpool LGA with supportive documentation presented upon request), use by schools is limited to those representing Liverpool at special functions with supportive documentation presented upon request (no general school excursions or child care centres, excluding LCC 's child care centres).

### **Category B**

Community bodies with means (e.g. non-profit community groups, religious organisations), special schools (e.g. Lawrence Hargrave, Mainsbridge and special deaf units from Liverpool schools)

### **Category C**

Community bodies without means (e.g. pension groups, nursing home groups, and senior citizen groups) and Liverpool City Council.

All groups in category B and category C are required to supply a copy of their organisation's constitution and submit a copy of the Certificate of Incorporation to substantiate their claim for the subsidised community based hire fee.

## **3 Bookings**

- 3.1 The maximum single period the bus may be hired for is 5 days.
- 3.2 The destination must be within a 500km radius of Liverpool, and not to be used interstate (with the exception of the Australian Capital Territory).
- 3.3 The buses are not permitted to be used on trips to the snowfields during the ski season.
- 3.4 All hirer's are required to complete an application form, receive and read a copy of Council's Community Bus Permanent Hiring Procedures and sign the appropriate declaration (Permanent Hire Agreement) agreeing to the conditions set out in these hiring procedures.
- 3.5 First time applicants are required to provide proof of their group/organisations authenticity by submitting a letter of reference on the certified letterhead of the

group/organisation. In some cases, Council may also choose to conduct a telephone reference in relation to the hirer's details.

- 3.6 In cases where Council staff have some doubt over the details provided by a hirer, Council may assume the right to request the verification of details on a certified letterhead and/or conduct a telephone reference to certify the hirer's details.

#### **4 Payments and Cancellations**

- 4.1 Permanent hirers are required to pay the correct hire fees as set out in Council's Fees and Charges. All payments are to be paid twenty eight (28) days in advance. If payment is not paid in full and a receipt not shown, access to the bus will not be permitted.

Payments can be made as follows.

- by telephone with a credit card (contact call centre on 1300 362 170)
  - a surcharge of 0.5% on all credit card transactions
  - at Liverpool City Council with payment by cash/cheque/efpos or credit card
  - by mail with payment by cheque.
- 4.2 A refundable damage deposit must be paid in accordance with Council's Fees and Charges. This deposit is kept for the duration of hirer's booking.
- 4.3 If payment of fees is not received, the following action/s will occur:
- The overdue account is noted by the Debt Recovery Department and accordingly Council's Debt Recovery Officer will issue an Overdue Account notification.
  - Failure to respond within the required period will ensure a Notice of Demand being issued.
  - If the account remains unpaid, a Statement of Liquidation Claims (Summons) will be issued by Council's debt collectors. Legal costs and fees associated with debt recovery will be charged to the debtor
  - Failure to respond to the Statement of Claims will result in a Court judgment obtained against the debtor and will not be overturned until all costs (including outstanding amount, associated legal and administrative) are paid. Credit rating will be affected by this judgment
- 4.4 The damage deposit/bond less any deductions shall be refunded by cheque to the hirer within 30 days after the bus inspection checklist has been completed. The full amount shall be refunded subject to the outcomes of the checklist.
- 4.5 Upon signing the Permanent Hire Agreement for the 12 month period hirers are committed to utilise the bus on the dates and times as specified in their hire agreement. Accordingly, the following conditions will apply to any changes to their hire agreement.

Council requires written notification of any proposed changes to the hire agreement. Notification is required thirty (30) days prior to the commencement of the proposed change.

The following will require written notification.

- additional day of usage
- cancellation of day of usage (a cancellation fee will apply)
- changes to start and or finish times (reduction or extension of)

Council will assess each application and subject to availability will send confirmation in writing.

If a hirer does not access the bus on the days and times as stated in their hire agreement and no notification has been received by Council or less than thirty (30) days' notice is given the hirer shall forfeit the hire fee.

If the required thirty (30) days' notice is received by Council the hirer shall only incur a cancellation fee.

- 4.6 Hirers are required to notify council in writing of their intent to terminate (cancel) their 12 month Permanent Hire Agreement. Thirty (30) days' notice prior to their completion date is required and the hire fee for this period is to be paid in full. If less than thirty (30) days' notice is given the hirer shall forfeit their damage deposit.

Council holds the right to terminate an agreement with 30 days' notice under the following circumstances.

- The hirer has breached any of the conditions of the agreement.
- Council is required to clean, repair or maintain the bus.
- Please note: bus will not be released by the Rose Street Depot if payment is not received or proof of payment is not shown.

## **5 Collection and Return Time**

- 5.1 The hirer is responsible to make arrangements for the collection and return of the community bus on the agreed hiring date and at the agreed times. Arrangements must be made between hirers and drivers to have buses collected and returned directly to Council's depot at Rose Street, Liverpool. No bus shall be returned after hours or left unattended in either Council's administration centre car park or outside the depot.

- 5.2 The bus must be collected and/or returned at the exact time stated on the hire agreement. If the bus is not returned by the correct time, one extra day's hiring fee will be charged. The group may receive a letter from Council indicating that their future use of the community bus service is under review. Please note that all buses must be returned by 4.00pm (day bookings) or 7.30 am (overnight bookings).

- 5.3 When the bus is returned, Council staff at the depot will conduct an inspection and a bus inspection checklist will be completed and forwarded to Community Facilities for review.

## **6 Drivers**

PLEASE REFER TO THE SEPARATE DOCUMENT ENTITLED 'COMMUNITY BUS AUTHORISED DRIVERS PROCEDURES'

- 6.1 Groups are required to provide or organise their own driver(s).
- 6.2 All drivers must be registered as authorised driver on Council's authorised driver's list.
- 6.3 To be registered as a Liverpool City Council authorised driver, applicants are required to:
- Have a Light Rigid or greater RTA licence,
  - Complete a driving (competency) test and orientation conducted by an accredited RTA instructor as nominated by Liverpool City Council,
  - Complete an application form (facsimiles are not accepted),
  - Supply a copy of their current driver's licence and to ensure that a current copy is held by Council (once a licence has expired the driver will no longer be registered as an authorised driver until Council receives a copy of their renewed licence),
  - Have read and understood both Liverpool City Council's Community Bus Permanent Hiring Procedures.

To book a Council driving test phone 9821 8848. Tests must be booked at least three weeks before driving a bus. Failure to attend a test appointment or to give adequate notice of cancellation (at least two days notice is required) will exclude a person from future testing and driving Council's buses. Nominating organisations will also be liable for any charge payable due to non-attendance.

The following class of licence is required to become an authorised driver:

- 14 Seater – LR or greater
- 23 Seater – LR or greater
- 25 Seater – LR or greater

Council will test one (1) driver per organisation free of charge. If the organisation chooses to test more than one (1) driver, the fee for the driving test of succeeding drivers will be re-charged to the organisation.

- 6.4 The bus can only be collected, driven and returned by the driver specified on the hire agreement. The bus will not be issued to any other drivers. Receipt of payment and identification must be provided upon collection and return of bus.
- 6.5 Drivers who are found to be at fault in two (2) accidents/collisions within any two (2) year period shall result in their name being removed from Council's register of authorised drivers and they shall not be permitted to drive Council's buses again.

## **7 Cleaning**

- 7.1 The bus must be returned in a clean condition or a cleaning fee will be charged. The hirer is required to clean marks from windows, sweep floors and remove any rubbish in the bus.
- 7.2 Cleaning supplies such as a cloth, dustpan and broom brush are provided in each bus. These items should not be removed from the bus. Fees will be charged if supplies are taken.



## **8 Breakdown and Accident Procedures**

- 8.1 If there is a breakdown the driver should first contact the Council's NRMA Service on 131 111 and quote the registration number before contacting Council. The membership details are kept in the glove box.
- 8.2 In the event of a bus breakdown, Council shall assume full responsibility for arranging and meeting the costs associated with providing alternative transportation back to Liverpool for the driver and passengers on board the bus at the time of the breakdown.

In the event that a bus is taken off the road for repairs as a result of a breakdown or accident, any hirers that will be affected during the initial forty eight (48) hours will be notified by Council and Council shall choose to either:

- provide the hirer with another bus from its fleet or
- hire a replacement bus or
- issue a full refund or
- issue a credit to the same value for future use.

All hirer's who have bookings after this forty eight (48) hour period will be notified and their deposit and/or hire fee refunded. They will be responsible for making alternate arrangements for transport and meeting any associated costs.

Council will not be responsible for costs incurred in the hire of a replacement vehicle or the transport of any person where any damage incurred to the hired vehicles deemed to have resulted from the actions or fault of the designated driver or any passenger.

In the event of an accident please follow these steps:

- First, notify Council immediately of any accident/damage to the bus;
- If involved with another vehicle, take their licence and registration number plus insurance particulars;
- If a person is injured or the vehicle has more than \$500 damage, contact Police immediately to attend the scene;
- All accidents and/or damage must be reported to the Police within two (2) hours;
- Complete an Accident Report Form at Council.

## **9 Insurance (Accidents/Injury/Damage)**

- 9.1 The hirer's responsibility for the community bus transfers when keys are collected and the hire agreement is signed. All hirer's should exercise all due care and diligence whilst the bus is under their care. Hirer's could be responsible for either a \$2,000 insurance excess, or cost of the full mechanical repairs if all due care is not taken.
- 9.2 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.
- 9.3 Council shall not be responsible for any injury or loss of any type not covered by CTP Third Party Insurance.

## **10 Luggage**

- 10.1 Hirers and drivers are permitted to take one (1) piece of small hand luggage only which is to be securely stored under each seat. Each item of hand luggage must not exceed 4kg and be no greater than 40cm in length and width, and 30cm in height.

## **11 Passengers including infant children**

- 11.1 The number of passengers must not exceed the limit set for each bus. Under no circumstances are extra passengers to be carried even for short distances.
- 11.2 As the buses are not equipped with child restraints, infants must be securely held on the lap of their parents/carers. These children are not to be transported in either the front passenger seats or the rear centre seats for safety reasons. The responsibility for the safe restraint of infants and small children rests solely upon their parents/carers.
- 11.3 All passengers (including preschool aged children) must be seated within the bus with a maximum of one passenger per seat and must wear a correctly adjusted seat belt.

## **12 General Conditions**

- 12.1 The hirer is responsible for ensuring that the behaviour of every passenger travelling on the bus is at all times acceptable and that nothing is permitted that is disorderly or unlawful in connection with the use of the community bus. The bus is clearly representing Liverpool and the Council with large signage displayed on the sides and rear of the bus. With this in mind groups should reflect the spirit and intention of the community bus service.
- 12.2 The hirer shall ensure that the bus is correctly parked in safe and secure places.
- 12.3 No alcohol, food or drink is to be consumed in the bus at any time.**
- 12.4 Smoking is not permitted in the bus.
- 12.5 No animals are permitted in the bus with special exemption being granted to registered guide dogs and their owners.
- 12.6 Children in the bus are to be supervised at all times by a responsible adult.
- 12.7 The hirer shall be responsible for the conduct of each and every person travelling on the bus during the hiring and for the maintenance and preservation of good order generally. We recommend that you carefully manage any risk associated with the use of the buses.
- 12.8 The 23 and 25 seater buses are fuelled with DIESEL and the 14 seater bus is fuelled with petrol. All buses are full when collected. Hirers are responsible for the cost of the fuel they use. The bus must be returned with a full tank. Please keep all receipts for diesel/petrol for record purposes and return them to Council's depot with the bus keys after your booking. Failure to replace any fuel used will result in the cost being deducted from the damage deposit paid and future bookings being reviewed.

- 12.9 The 23 seater bus has wheel chair access available and equipment to operate a lifting device, which can be supplied to the hirer. Please ensure you advise Community Facilities Management so the equipment can be loaded onto the bus and training in usage can be provided at the pickup time.
- 12.10 In the event where the return of the bus cannot be met or other issues arise in relation to the pick up or return of the bus, drivers or a contact person within the group must contact Council's workshop on 9821 9615 explaining the situation.
- 12.11 Drivers are required to leave a mobile telephone number with the workshop in case of the need to contact the driver during the hiring period.

## **REVIEW**

Failure to comply with any of the requirements set out in this policy will be regarded as a breach of the agreement giving Council the right to sue for recovery of any amount due in respect of such breach and/or review future bookings. Hirers who fail to comply with the above conditions may also be liable for one or more of the following additional charges set out in Council's Management Plan Fees and Charges.

Council retains the right to determine the cost of any damage and/or extra cleaning necessary following a hiring agreement. In the case when a damage deposit/bond has been paid, Council will retain all or part of the damage deposit/bond to meet the cost of damage and/or cleaning as necessary. In the case when a damage deposit/bond has not been paid, a separate account will be sent to the hirer detailing the amount outstanding to meet the cost of damage and/or cleaning as applicable.

Liverpool City Council would like to wish you success with your proposed travel and thank you for supporting the use of the Community Bus Service. We trust you will be pleased with the service and that you wish to hire the bus again. Should you require further information about our Community Bus Service please contact Council's Customer Service Centre on 1300 36 2170.

**AUTHORISED BY**  
Chief Executive Officer

**EFFECTED FROM**  
12 August 2015

**DEPARTMENT RESPONSIBLE**  
Community Facilities Management

**REVIEW DATE**  
12 August 2017

**THIS PROCEDURE HAS BEEN DEVELOPED IN CONSULTATION WITH**  
Community Facilities Management  
Community and Culture