



## COMMUNITY FACILITIES MANAGEMENT

### COMMUNITY BUS HIRE PROCEDURES (TERMS AND CONDITIONS)

TRIM 195694.2020



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# COMMUNITY FACILITIES MANAGEMENT

## Community Buses Hire Terms and Conditions

- 1 Purpose/ Objectives**
- 1.1 This procedure sets out the process of hiring Liverpool City Council's (**Council**) community buses on a casual basis and for a 12 month period on a Permanent Hire Agreement.
  - 1.2 Council makes available Community Buses to provide an accessible and affordable transport service to assist those community organisations and groups within the Local Government Area (LGA). This service supports groups to undertake their activities and programs which benefit our community.
  - 1.3 All Hirers who apply through the 12 month Expression of Interest (**EOI**) process are considered to be a Permanent Hirer for that 12 month period and accordingly will complete and sign a Permanent Hire Agreement.
  - 1.4 All requirements 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 Council annually.
  - 1.5 The Community Bus must not be used for commercial or profit-making purposes.
- 2 Scope**
- 2.1 This procedure covers the conditions of hire for Council's Community Buses on a casual and permanent basis.
  - 2.2 The Community Shuttle Bus Service operating during working days from Collimore Park to the Liverpool City Centre does not form part of this procedure. Further information on this service can be found by visiting [www.liverpool.nsw.gov.au](http://www.liverpool.nsw.gov.au).
- 3 Definitions**
- For the purpose of identifying the hiring of a Community Bus, the following definitions will be used:
- Bus/ Community Bus:** A Council-owned vehicle available to meet the needs of transport for Community Organisations within or operating within the Liverpool LGA. Buses available are as follows:
- 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
- Casual Hirer:** A Hirer who books a Community Bus once or a few times throughout the year (maximum 10 bookings per calendar year).
- Community Organisation:** A not-for-profit (**NFP**) society, association or club established for community service purposes except political or lobbying purposes
- Expression of Interest (EOI):** A call to Community Organisations operating within the Liverpool LGA to register an interest in hiring a Community Bus as a Permanent Hirer.
- Hirer:** An individual or a Community Organisation who books a Community Buses. Refers to both casual and Permanent Hirers, unless specified otherwise.

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## Community Buses Hire Terms and Conditions

**Licence:** Document permitting a person to drive a Community Bus. The class of licence required to drive Council's Community Buses is Light Rigid (LR) or greater.

**Permanent Hirer:** A Hirer who books a Council Community Bus regularly throughout the year (more than 10 bookings per calendar year).

- 4 Principles of Use**
- 4.1 Council's Community Bus program provides affordable and accessible transport for Community Organisations that operate and are based within 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.
- 4.2 The Community Bus program is primarily to service community groups and organisations that would otherwise have difficulty accessing transport. The Community Buses are also available for Council use relating to work activities only. The Community Buses are not available for private functions or transporting guests to and from social gatherings.
- 4.3 General excursions by sporting groups, schools and child care centres based in the Liverpool LGA only are permitted. Special consideration will be given to schools catering to children with special needs. High priority will be given to groups with limited resources and to groups unable to utilise other means of transport.
- 5 Conditions of Use**
- 5.1 Bookings for Council's Community Buses will be primarily based on an 'Expression of Interest' which will be called on an annual basis. Expressions of Interest will be for a 12 month hire period. Any vacancies following the receipt of all Expression of Interest applications will be filled by casual bookings taken by the Community Facilities Management team.
- 5.2 Hirers are assessed and placed into the following categories:
- Category A**
- Registered clubs, government bodies, sporting bodies, general school excursions & child care centres (all clubs, schools and groups must be based in the Liverpool LGA with supportive documentation presented upon request);
- Category B**
- Community bodies with means (e.g. non-profit community groups, religious organisations, etc.), Schools within Liverpool catering to children with special needs; or
- Category C**
- Community bodies without means (e.g. pension groups, nursing home groups, and senior citizen groups) based in the Liverpool LGA 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 their Certificate of Incorporation to substantiate their claim for the subsidised community based hire fee.

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- 6 Bookings**
- 6.1 Bookings for casual hirers can be made by contacting Council on 1300 36 2170 or emailing [managementf@liverpool.nsw.gov.au](mailto:managementf@liverpool.nsw.gov.au). A minimum 10 working days' notice is required.
- 6.2 The right to use a Community Bus as a Permanent Hirer is subject to Council receiving an EOI application signed by the proposed Hirer undertaking to comply with these conditions. Additionally the following also apply:
- If the proposed Hirer is a 'club' the application must include the personal undertaking by the president and secretary of the club.
  - Existing Permanent Hirers must complete an EOI application each EOI period to renew their Permanent Hire Agreement
  - All applications are received and assessed against a set criteria by Council's Community Facilities Management.
  - All applications are reviewed and where possible negotiations will take place to accommodate the needs of each group, however it is not always possible to accommodate all groups.
  - All decisions of Council are final.
- 6.3 Council's Community Buses are out of operation from Christmas Eve, Christmas Day, Boxing Day, New Year's Eve and New Year's Day inclusive. No bookings are permitted during this time.
- 6.4 The maximum single period a Community Bus may be hired for is 5 days.
- 6.5 The destination must be within a 200km radius of Liverpool, and not to be used interstate.
- 6.6 Community Buses must only to be used for the purpose stated on the Hirer's booking request/EOI application. The destination must not be changed without approval from Council.
- 6.7 A Community Buses is not permitted to be used on sand, roads limited to four-wheel drive vehicles, or trips to the snowfields during the ski season.
- 6.8 All Hirers are required to complete an application form, receive and read a copy of Council's Community Bus Hire Terms and Conditions and sign the appropriate declaration (permanent or casual hire agreement) agreeing to the conditions set out in this procedure.
- 6.9 First time Hirers 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 check to verify the Hirer's details.
- 7 Payments**
- 7.1 Permanent Hirers are required to pay the correct hire fees as set out in Council's Revenue Pricing Policy.
- 7.2 Council's fees and charges are subject to change as of 1 July each financial year.
- 7.3 Hirers will receive a monthly invoice payable within 28 days of the date of issue, and any fees are required to be paid one month in advance. If payment is not paid in full and a receipt not shown, access to the Bus will not be permitted.
- 7.4 A late fee will be charged if payment is not received by the due date. To ensure that payments are allocated correctly, Council staff

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requests all Hirers to quote the debtor number and invoice number with their payment. Payments can be made as follows:

- By cash, cheque, eftpos or credit card at Council's Customer Service Centre, Ground Floor, 33 Moore Street Liverpool.
- By credit card by telephone.
- By cheque or money order through the mail. Hirers need to detach the remittance advice and attach to their payment.
- Through BPay - Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. You will need to quote the Biller Code and Reference found on your invoice.
- Through BPoint:
  - In Person – Visit any Commonwealth Bank branch or any retailer displaying the BPoint Logo, with your cash, credit or debit card payment. For retailer locations visit [www.bpoint.com.au](http://www.bpoint.com.au)
  - Internet – Go to [www.bpoint.com.au](http://www.bpoint.com.au)
  - By Phone – Call 1300 BPOINT. You will need to quote the Reference found on your invoice.

- 7.5 All credit card transactions will incur a surcharge of 0.5%.
- 7.6 A refundable security bond must be paid in accordance with Council's Revenue Pricing Policy. This security bond is kept for the duration of the Hirer's booking.
- 7.7 For Casual Hirers, the security bond, less any deductions, shall be refunded by bank deposit to the Hirer within 28 working days after the bus inspection checklist has been completed. Cheques may be issued under special circumstances. The full amount shall be refunded subject to the outcomes of the inspection.
- 7.8 For Permanent Hirers, the security bond shall be kept for the duration of the Permanent Hire Agreement as a guarantee of fulfilment of these conditions, and as security against damage to the Bus. The Hirer shall be liable on demand by the Coordinator Community Facilities Management or his/her administrative team to pay any further amount in excess of such security bond to meet the full cost of such damage to the Community Bus.
- 7.9 The security bond is refunded as follows:
- If the security bond was paid by credit card, the security bond will automatically be refunded into the credit card used. If this card has been cancelled or is expired, it will be refunded by electronic funds transfer (see below)
  - If the security bond and/or high risk security bond was paid by cash, debit card or by other means, the security bond will be refunded by electronic funds transfer. The Hirer must supply banking details in writing to [managementf@liverpool.nsw.gov.au](mailto:managementf@liverpool.nsw.gov.au). Banking details should match the recipient name on the security bond payment receipt, otherwise there may be a delay in the refund.
- 7.10 If payment of fees is not received, the following action/s will occur:
- The Hirer will forfeit their security bond.

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- The overdue account is noted by Council's 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 is issued.
- If the account remains unpaid, a Statement of Claim will be issued by Council's debt collectors. Legal costs and fees associated with debt recovery will be charged to the debtor.

7.11 Failure to respond to the Statement of Claim may result in a Court judgement 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 judgement.

#### **8 Changes/ Cancellation of Booking**

8.1 Permanent Hirers are committed to utilise the Community Bus on the dates and times as specified in their Hire Agreement.

8.2 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.

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); and/or
- change of Bus.

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

8.4 If the Hirer does not access the Community Bus on the days and times as stated in their hire agreement and no notification has been received by Council or less than 28 days' notice is given the Hirer shall forfeit the hire fee.

8.5 If the required 28 days' notice is received the Hirer shall only incur a cancellation fee.

8.6 If less than 28 days' notice is received the Hirer shall forfeit the hire fee for the cancellation of the date(s) affected.

8.7 Permanent Hirers are required to notify Council in writing of their intent to cancel their Permanent 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 (refer to clause 7.8).

#### **9 Collection and Return Time**

9.1 Arrangements must be made between Hirers and drivers to have Buses collected and returned directly to Council's depot at 99 Rose Street, Liverpool on the agreed hiring date and at the agreed times. No Bus shall be returned after hours or left unattended at either Council's Administration Centre or outside Council's depot.

9.2 Bus collection and return times are as follows:

- Weekdays – Day Hire: The Bus must be collected at 8am and returned by 4pm the same day.

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- Weekdays – Overnight Hire: The Bus must be collected at 4pm and returned by 7.30am the following morning.
- Weekend Hire - The Bus must be collected at 4pm Friday and returned by 7.30am the following Monday.

- 9.3 Buses cannot be collected prior to the time stated on the booking.
- 9.4 No Buses are released or received on Saturday, Sunday, Public Holidays or during Council's end of year closure period.
- 9.5 In the event the Hirer is running late or there are other issues with regard to the return of the Bus, they must contact Council on 1300 36 2170 at least an hour before the designated return time to advise. Community Facilities will instruct the Hirer on the process of a late return.
- 9.6 If the Bus is not returned by the correct time (refer to clause 8.1) without having previously informed Council of a late return, it will not be received at the Rose Street Depot until the next morning at 7.30am. One extra days' hiring fee will be charged. If the late return impedes on the booking of another Hirer a further penalty fee equivalent to that hirer's booking will be charged. The Hirer may receive a letter from Council indicating that their future use of the Community Bus service will be under review.
- 9.7 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 Management for review.

#### **10 Drivers**

- 10.1 Hirers are required to provide or organise their own driver(s).
- 10.2 All drivers must be registered as an authorised driver on Council's Authorised Drivers Register.
- 10.3 To be registered as a Council authorised driver, drivers are required to:
- have a Light Rigid or greater RMS Licence;
  - complete a driving competency test and orientation conducted by an accredited RMS instructor as nominated by Council;
  - complete an application form 'Authorised Driver Application form';
  - 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); and
  - have read and understood this procedure.
- 10.4 To book a Council driving test, driver applicants must email [managementf@liverpool.nsw.gov.au](mailto:managementf@liverpool.nsw.gov.au). Tests must be booked at least 3 weeks before driving a Bus. Failure to attend a test appointment or to give adequate notice of cancellation (at least 2 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.
- 10.5 Council will test 1 driver per Hirer free of charge. If the Hirer chooses to test more than 1 driver, the fee for the driving test of succeeding drivers will be charged to the Hirer.
- 10.6 A Community Bus can only be collected, driven and returned by the driver specified on the hire agreement. A Community Bus will not be



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issued to any other drivers. Receipt of payment and identification must be provided upon collection and return of the Community Bus.

- 10.7 Any traffic or parking infringement incurred while the Community Bus is being used is the sole responsibility of the driver.
- 10.8 Drivers who are found to be at fault in 2 accidents/collisions within any 2 year period shall result in their name being removed from Council's Authorised Drivers Register and shall not be permitted to drive Council's buses in the future.

### **11 Cleaning**

- 11.1 The Community 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 from the Community Bus.
- 11.2 Cleaning supplies such as a paper towels, disinfectant spray, dustpan and broom brush are provided in each bus. These items should not be removed from the Community Bus. Fees will be charged if supplies are removed or missing.

### **12 Breakdowns and Accident Procedures**

- 12.1 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.
- 12.2 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 Community Bus at the time of the breakdown.
- 12.3 In the event that a Community 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 48 hours will be notified by Council and Council shall choose to either:
  - provide the Hirer with another Community 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.
- 12.4 All Hirers who have bookings after this 48 hour period will be notified and their security bond and/or hire fee refunded. Hirers will be responsible for making alternate arrangements for transport and meeting any associated costs.
- 12.5 Council will not be responsible for costs incurred in the hire of a replacement bus or the transport 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.
- 12.6 In the event of an accident, the Hirer is required to:
  - notify Council immediately of any accident/damage to the Community 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; and
  - complete an 'Accident Report Form' at Council.

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- 13 Insurance/Public Liability Requirements (Accidents/Injury/Damage)**
- 13.1 Responsibility and risk for the Community Bus is transferred to the Hirer when keys are collected and the hire agreement is signed. The Hirer should exercise all due care and diligence whilst the Community Bus is under their care. The Hirer may be responsible for either a \$2,000 insurance excess, or cost of the full mechanical repairs if due care is not taken.
- 13.2 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.
- 13.3 Permanent Hirers are required to have Public Liability Insurance for no less than twenty million dollars (\$20,000,000). The insurance policy must be endorsed noting the use of Liverpool City Council's Community Buses and purpose for which the Community Bus is to be used. Casual hirers are recommended to take out the same.
- 13.4 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. A copy of this insurance and product liability if applicable must be provided to Council's Community Facilities Management upon application. A cover note is not sufficient.
- 13.5 Council shall not be responsible for any injury or loss of any type not covered by Compulsory Third Party Insurance (CTP).
- 14 Luggage**
- 14.1 Passengers and drivers are permitted to take one 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.
- 14.2 Please note all passengers are responsible for the care and control of their own property or personal effects and loss or damage to such items is not covered by Council's insurance policy, nor will Council be responsible or liable for any such loss or damage.
- 15 Passengers Including Infant Children**
- 15.1 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).
- 15.2 As the Community 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.
- 15.3 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 seat belt.
- 16 Acts and Regulations**
- 16.1 The Hirer and their driver shall conform to the requirements of all relevant Acts and Regulations, orders and directions from statutory authorities affecting the operation and use of a Community Bus (including but not limited to all relevant road rules and public health

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orders e.g. social distancing measures and change in occupancy limits). 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.

16.2 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.

#### **17 Refusal to Grant Hire**

17.1 It shall be at the discretion of the Coordinator Community Facilities Management to refuse to grant the hire of a Community Bus in any case and, notwithstanding that permission to hire the Community Bus may have been granted or that these conditions may have been accepted and signed and the fees and security deposit paid, the Coordinator Community Facilities Management or his/her administrative team shall have the power to cancel such permission and direct the return of the fees and security deposits so paid. The Hirer hereby agrees in such case to accept the same and shall be held to have consented to such cancellation and to have no claim against Council at law or in equity for any loss or damage in consequence thereof.

#### **18 General Conditions**

18.1 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 Liverpool and the 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.

18.2 The Hirer shall ensure that the Community Bus is correctly parked in safe and secure places while in their care.

18.3 **No alcohol, food or drink is to be consumed on any Community Bus, at any time.**

18.4 **Smoking is not permitted on any Community bus.**

18.5 No animals are permitted on a Community Bus with special exemption being granted to registered guide dogs and their owners.

18.6 Children on a Community Bus are to be supervised at all times by a responsible adult.

18.7 The 23 and 25 seater Community Buses are fuelled with diesel and the 14 seater Community Bus is fuelled with petrol. 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.

18.8 Receipts for diesel/petrol for record purposes should be kept and returned to Council's depot with the bus keys at the end of the booking. Failure to replace any fuel used will result in the cost being deducted from the security bond and future bookings being reviewed.

18.9 The 23 seater bus has wheel chair access available and equipment to operate a lifting device, which can be supplied to the Hirer. The Hirer should advise Community Facilities Management at the time of making the booking so the equipment can be loaded onto the

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Community Bus and training on how to use the equipment can be provided during the collection time.

- 18.10 The Community Bus has an automatic step that can be enabled and disabled. To avoid damage to the automatic bus steps, when parking the bus by a gutter the release must be disabled.
- 18.11 The 14 seater Community Bus has 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.
- 18.12 Council may vary this procedure or conditions at any time in its absolute discretion

#### **19 Additional Costs**

- 19.1 Failure to comply with any of the requirements set out in this procedure will be regarded as a breach of the hire 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 these conditions may also be liable for one or more of the additional charges set out in Council's Revenue & Pricing Policy.
- 19.2 Council retains the right to determine the cost of any damage and/or extra cleaning necessary following a hiring agreement.
- 19.3 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.
- 19.4 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. The Hirer must pay the difference in any costs by the time frame stipulated. Council reserves the right to take any action necessary (including legal action) to recover such costs.

**AUTHORISED BY**  
Chief Executive Officer

**EFFECTIVE FROM**  
March 2020

**DEPARTMENT RESPONSIBLE**  
Community Facilities Management

**REVIEW DATE**  
March 2022

**THIS PROCEDURE HAS BEEN DEVELOPED IN CONSULTATION WITH**  
City Community and Culture business units  
City Presentation