



# **COMMUNITY FACILITIES MANAGEMENT**

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

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# COMMUNITY FACILITIES MANAGEMENT

## Community Buses Hire Terms and Conditions

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|---|--------------------------------|---|
| 1 | <b>Purpose/<br/>Objectives</b> | <p>1.1 The purpose of this procedure is to set out the process of hiring Councils community buses on a casual basis and for a 12 month period on a Permanent Hire Agreement.</p> <p>1.2 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.</p> <p>1.3 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 Liverpool City Council annually.</p>   |
| 2 | <b>Scope</b>                   | <p>2.1 Liverpool City 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.</p> <p>2.2 The community bus must not be used for commercial or profit-making purposes.</p>   |
| 3 | <b>Definitions</b>             | <p><b>Bus:</b> The class of licence required to drive the three Community buses is Light Rigid or greater.</p> <p style="padding-left: 40px;">14 seater: 13 passengers plus driver<br/> 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)<br/> 25 seater: 24 passengers plus driver</p> <p><b>Casual Hirer:</b> A hirer who books a Council bus once or a few times throughout the year (maximum 10 bookings per calendar year).</p> <p><b>Permanent Hirer:</b> A hirer who books a Council bus regularly throughout the year (more than 10 bookings per calendar year).</p> <p><b>Expression of Interest:</b> A call to community organisations operating within Liverpool to register interest in hiring a council facility as a permanent hirer.</p>               |
| 4 | <b>Principles of Use</b>       | <p>4.1 Council's Community Bus service provides affordable and accessible transport for community groups 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.</p> <p>4.2 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 buses are not available for private functions or transporting guests to and from social gatherings.</p> <p>4.3 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.</p> |

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- 4.4 Special schools based in the Liverpool LGA only are permitted to use the buses.
- 4.5 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 '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:
- a) Category A**  
Registered clubs, sporting bodies (all groups & clubs must be based in the Liverpool LGA with supportive documentation presented upon request), general school excursions & child care centres;
- b) 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); or
- c) 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 their Certificate of Incorporation to substantiate their claim for the subsidised community based hire fee.
- 6 Bookings**
- 6.1 The maximum single period the bus may be hired for is 5 days.
- 6.2 The destination must be within a 200km radius of Liverpool, and not to be used interstate (with the exception of the Australian Capital Territory).
- 6.3 The buses are not permitted to be used on sand, roads limited to four-wheel drive vehicles, or trips to the snowfields during the ski season.
- 6.4 All hirers are required to complete an application form, receive and read a copy of Council's Community Bus Hire Procedure and sign the appropriate declaration (Permanent or Casual Hire Agreement) agreeing to the conditions set out in this procedure.
- 6.5 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 check to verify the hirer's details.
- 7 Payments and Cancellations**
- 7.1 Permanent hirers are required to pay the correct hire fees as set out in Council's Revenue Pricing Policy. All payments are to be paid 28 days in advance. If payment is not paid in full and a receipt not shown, access to the bus will not be permitted.
- 7.2 Payments can be made as follows:

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- a) by calling the Customer Contact Centre on 1300 36 2170 to pay with a credit card (a 0.8% surcharge will be applied to all credit card transactions)
  - b) in person at Council by cash/cheque/eftpos or credit card; or
  - c) by mail with payment by cheque.
- 7.3 A refundable damage deposit must be paid in accordance with Council's Revenue Pricing Policy. This deposit is kept for the duration of the hirers booking.
- 7.4 The damage deposit 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.
- 7.5 If payment of fees is not received, the following action/s will occur:
  - a) The hirer will forfeit their damage deposit bond.
  - b) The overdue account is noted by Council's Debt Recovery Department and accordingly Council's Debt Recovery Officer will issue an Overdue Account notification.
  - c) Failure to respond within the required period will ensure a Notice of Demand is issued.
  - d) 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.
  - e) Failure to respond to the Statement of Claims will 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.
- 7.6 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.
- 7.7 Council requires written notification of any proposed changes to the hire agreement. Notification is required 30 days prior to the commencement of the proposed change.  
The following will require written notification:
  - a) additional day of usage;
  - b) cancellation of day of usage (a cancellation fee will apply); and/or
  - c) changes to start and/or finish times (reduction or extension of)
- 7.8 Council will assess each application and subject to availability will send confirmation in writing.
- 7.9 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 28 days' notice is given the hirer shall forfeit the hire fee.
- 7.10 If the required 28 days' notice is received by Council the hirer shall only incur a cancellation fee.
- 7.11 Hirers are required to notify council in writing of their intent to cancel their 12 month Permanent Hire Agreement. A minimum 28 days' notice prior to their completion date is required and the hire fee for this period is to be

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paid in full. If less than 28 days' notice is given, the hirer shall forfeit their damage deposit bond.

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

- a) The hirer has breached any of the conditions of the agreement;
- b) Council is required to clean, repair or maintain the bus; or
- c) If payment is not received or proof of payment is not shown.

#### **8 Collection and Return Time**

8.1 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. If the bus is not returned by the correct time, one extra days' 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.

Arrangements must be made between hirers and drivers to have buses collected and returned directly to Council's depot at 99 Rose Street, Liverpool. No bus shall be returned after hours or left unattended at either Council's Administration Centre or outside Council's depot.

8.2 Bus collection and return times are as follows:

- a) Weekday – Day hire: The bus must be collected at/or between 7am-7.30am and returned between 3pm-3.30pm the same day.
- b) Weekday – Overnight hire: The bus must be collected at/or between 3pm-3.30pm and returned between 7am-7.30am the following morning.
- c) Weekend Hire - The bus must be collected at/or between 3pm-3.30pm Friday and returned between 7am-7.30am the following Monday.

8.3 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 Management for review.

#### **9 Drivers**

9.1 Groups are required to provide or organise their own driver(s).

9.2 All drivers must be registered as an authorised driver on Council's Authorised Driver's Register.

9.3 To be registered as a Council authorised driver, applicants are required to:

- a) Have a Light Rigid or greater RMS licence,
- b) Complete a driving competency test and orientation conducted by an accredited RMS instructor as nominated by Council,
- c) Complete an application form 'Authorised Driver Application form'
- d) 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
- e) Have read and understood this procedure.

9.4 To book a Council driving test, applicants must 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.

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- 9.5 Council will test one driver per organisation free of charge. If the organisation chooses to test more than one driver, the fee for the driving test of succeeding drivers will be re-charged to the organisation.
- 9.6 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.
- 9.7 Drivers who are found to be at fault in two accidents/collisions within any two year period shall result in their name being removed from Council's Authorised Drivers Register and they shall not be permitted to drive Council's buses in the future.
- 10 Cleaning**
- 10.1 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 from the bus.
- 10.2 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.
- 11 Breakdowns and Accident Procedures**
- 11.1 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.
- 11.2 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.
- 11.3 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 48 hours will be notified by Council and Council shall choose to either:
- a) provide the hirer with another bus from its fleet;
  - b) hire a replacement bus;
  - c) issue a full refund; or
  - d) issue a credit to the same value for future use.
- 11.4 All hirers who have bookings after this 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.
- 11.5 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.
- 11.6 In the event of an accident please follow these steps:
- a) Notify Council immediately of any accident/damage to the bus
  - b) If involved with another vehicle, take their licence and registration number plus insurance particulars
  - c) If a person is injured or the vehicle has more than \$500 damage, contact Police immediately to attend the scene
  - d) Complete an 'Accident Report Form' at Council
- 12 Insurance (Accidents/Injury/ Damage)**
- 12.1 The hirers responsibility for the community bus transfers when keys are collected and the hire agreement is signed. All hirers should exercise all due care and diligence whilst the bus is under their care. Hirers could be

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responsible for either a \$2,000 insurance excess, or cost of the full mechanical repairs if due care is not taken.

12.2 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.

12.3 Council shall not be responsible for any injury or loss of any type not covered by Compulsory Third Party Insurance (CTP).

#### **13 Luggage**

13.1 Hirers 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.

13.2 Please note all hirers 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.

#### **14 Passengers Including Infant Children**

14.1 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.

14.2 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.

14.3 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.

#### **15 General Conditions**

15.1 The hirer is responsible for ensuring that the behaviour of every passenger travelling on the bus is at all times acceptable, not disorderly or unlawful. 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.

15.2 The hirer shall ensure that the bus is correctly parked in safe and secure places while in their care.

15.3 **No alcohol, food or drink is to be consumed on the bus, at any time.**

15.4 Smoking is not permitted on the bus.

15.5 No animals are permitted on the bus with special exemption being granted to registered guide dogs and their owners.

15.6 Children on the bus are to be supervised at all times by a responsible adult

15.7 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.

15.8 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



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replace any fuel used will result in the cost being deducted from the damage deposit and future bookings being reviewed.

- 15.9 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 booking so the equipment can be loaded onto the bus and training on how to use the equipment can be provided at the pickup time.
- 15.10 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.

#### **16 Additional Costs**

- 16.1 Failure to comply with any of the requirements set out in this procedure 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 additional charges set out in Council's Revenue & Pricing Policy.
- 16.2 Council retains the right to determine the cost of any damage and/or extra cleaning necessary following a hiring agreement.
- 16.3 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.
- 16.4 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.

**AUTHORISED BY**  
Chief Executive Officer

**EFFECTIVE FROM**  
April 2018

**DEPARTMENT RESPONSIBLE**  
Community Facilities Management

**REVIEW DATE**  
April 2020

**THIS PROCEDURE HAS BEEN DEVELOPED IN CONSULTATION WITH**  
Community Development and Planning