

TERMS AND CONDITIONS OF VEHICLE HIRE AGREEMENT

Bus Hire Policy

Randwick/Waverley Community Transport Group (RWCTG) shall endeavour to provide eligible organisations with access to its vehicles in an equitable system.

RWCTG activities and HACC funded organisations will receive priority over non HACC funded organisations. RWCTG reserves the right to refuse access to persons who it reasonably believes may pose a risk to the safety or wellbeing of other passengers, team members, themselves or the general public.

In the event of a vehicle being off the road due to unforeseen circumstances RWCTG reserves the right to cancel a service on any given day without sustaining financial implications.

Conditions of Use

1. Hirer

- 1.1. The vehicles must remain within the one hundred kilometre radius of Bondi Junction. For example Shell Harbor to the south, Katoomba to the west, Gosford to the north.
- 1.2. Vehicles must not be driven to any destination other than those approved at the time of the booking, nor used for any other purpose other than that identified in the original hire agreement.
- 1.3. The organisation must provide information on the destinations at least two weeks in advance of booking and must notify RWCTG of any changes to the schedule.
- 1.4. The organisation shall submit a written request for and obtain written authorisation from RWCTG Management to retain the vehicle for an overnight booking. Groups must provide address and evidence of their ability to provide off street parking for the bus.
- 1.5. 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.

Name : Signature :

- 1.6. The organisation booking the vehicle is responsible for ensuring children in the vehicle are supervised at all times by a responsible adult.
- 1.7. The organisation booking the vehicle is responsible for ensuring all rules and regulations required by law are implemented e.g. wearing of seat belts.
- 1.8. The driver will be required to complete the vehicle log sheet whenever he/she drives.

2. Driver – Provided by Hirer

- 2.1. A copy of the driver’s current license shall be made available to RWCTG at the time of booking and upon renewal of that license.
- 2.2. The driver will be asked for a copy of his/her RTA license to ascertain the number of demerit points held.
- 2.3. The driver shall be liable for all traffic infringements incurred whilst the vehicle is under his/her authority.
- 2.4. The vehicle must not be driven by any person other than the person nominated at the time of booking via the original Hire Agreement.
- 2.5. Should the driver act in an irresponsible manner causing or contributing to damage either mechanically or to the body of the vehicle, the hirer will pay for the full cost of the repairs. This may also affect the driver’s future ability to access RWCTG vehicles.

3. Driver provided by RWCTG

- 3.1. RWCTG will allocate the most appropriate and available driver on any given day.
- 3.2. Where a RWCTG driver is provided and the hirer provides a Carer on the Vehicle the Vehicle Carer Guidelines provided by RWCTG shall apply at all times.
- 3.3. Where a RWCTG driver is provided that driver remains under the direction of RWCTG at all times and RWCTG Policies and Occupation Health and Safety guidelines shall apply.

Name : **Signature :**

4. Vehicles

- 4.1. **RWCTG retains the right to allocate the most appropriate vehicle available on each day of hire**
- 4.2. The vehicles do not have provision for large amounts of luggage. Hirer's are permitted to take hand luggage only on the vehicle. No items are permitted to block the bus aisle.
- 4.3. The vehicles are parked at 22-32 King Street, Randwick a map illustrating the parking is provided on hiring the vehicle.
- 4.4. Smoking, eating and drinking is prohibited on all vehicles
- 4.5. The vehicle shall be returned at the agreed time, as identified in the original hire agreement
- 4.6. The vehicle shall be returned in a clean and tidy condition. There will be a \$70.00 infringement notice if the bus is left dirty, windows left open, lights left on.
- 4.7. The vehicle shall be returned with a full tank of fuel.
- 4.8. For the safety of passengers RWCTG provides the following equipment on all vehicles
 - Fire extinguisher/s
 - First Aid kit
 - Breakdown kit
 - Street directory
 - Umbrellas

Should any of the resources, requiring replacement e.g. first aid equipment, be used during the hire the hirer must report such usage on the hire form so that they may be replaced immediately.

5. Accident, Loss, Damage of Property

- 5.1. Accident Procedure:
 - If involved with another vehicle refer to Vehicle Procedure Manual for the Vehicle information sheet for information on details required from re the incident.
 - If a person is injured contact emergency services immediately.
 - All accidents **MUST** be reported to the police within 24 hours.
 - The driver/hirer must notify RWCTG immediately of any accident/damage to the bus.

Name : **Signature :**

- 5.2. In the event of an accident involving the vehicle the Hiring group is responsible for the cost of the vehicle insurance excess of \$600. This amount being payable within 14 days of the incident/damaging occurring.
- 5.3. RWCTG vehicles are insured through AON Insurance. 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.
- 5.4. The full cost of repair of damage caused by passengers will be the responsibility of the hirer and payable within 14 days.
- 5.5. RWCTG 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 traveling on the vehicle.
- 5.6. RWCTG retains the right to determine the cost of any damage and or extra cleaning necessary, following a hire. Costs plus any penalties incurred shall be payable by the hirer within 14 days.

Terms and Conditions of Vehicle Hire Agreement supports and is supported by

Vehicle Orientation

Driver Authorization Document

I have read and understand the above document:

Name : Signature :

Position :