



# **Kilmore District Health Community Bus**

Terms and Conditions of Hire

Introduction .....	3
Terms and Conditions of Bus Hire.....	3
Eligibility.....	3
Ineligible groups and activities.....	3
Bus Safety Act .....	3
Booking Terms .....	4
How to make a booking .....	4
Booking Cancellations .....	5
Unavailability of the Bus and termination of bookings .....	5
Fees .....	5
Security Bond .....	5
Conditions of Use - Hirer/Organisation .....	6
Driver Requirements and Responsibilities.....	6
Cleaning and refuelling the bus .....	6
Fines .....	6
Emergency Driver.....	7
Collection of keys and location of the bus.....	7
Driver’s Car.....	7
City Link and East Link Tolls.....	7
Hirer Responsibilities .....	7
Cleaning the bus.....	7
Height Limits .....	7
Overnight parking .....	7
Public Liability Insurance.....	7
Safety .....	8
Child restraint and booster seats (NOT PROVIDED) .....	8
First Aid Kit.....	8
Smoking and Alcohol.....	8
Security and Maintenance .....	8
Accident .....	8
Breakdowns.....	9
Damages.....	9
Emergency Contacts .....	9

## Introduction

The Community Bus is available for use by not for profit locally based Community Groups. The bus is available for collection between the hours of 9.30am – 4.00pm Monday to Friday, by appointment.

The bus has 12 seats which includes the driver. Bookings are subject to availability.

To check the availability of the bus or if you have any questions, please contact [communitybus@kilmorehealth.org.au](mailto:communitybus@kilmorehealth.org.au) or phone 03 5734 2156.

## Terms and Conditions of Bus Hire

### Eligibility

To be eligible to hire the bus, an organisation must:

- Be an incorporated, not for profit organisation operating in Mitchell Shire
- Be registered as a bus operator with [Transport Safety Victoria](#) (please note – this can take up to 6 weeks to obtain)
- Nominate a driver **and** emergency driver with a full licence who is over 25 years of age
- Have its own Public Liability Insurance Policy

The bus is available for not for profit, locally based Community Groups including:

- Socially and economically disadvantaged
- Seniors groups
- Schools
- Women's Groups and Men's Sheds
- Service Groups (i.e. Lions Club / Rotary)
- Youth Groups (includes scout groups)
- Nursing Homes/Retirement Village
- Church Groups
- Community Programs
- Sporting Groups (fixtured events only)

### Ineligible groups and activities

- Social and recreational activities for private parties
- Activities for people residing outside Mitchell Shire
- Groups which have previously breached the terms and conditions of use

### **BUS SAFETY ACT**

*The Bus Safety Act (2009)* requires that all operators of a bus service that use buses with seating positions for 10 or more adults (including the driver) be either accredited or registered to provide that bus service.

To obtain the registration application form, and for more information about the application process visit the Transport Safety Victoria website below. Allow at least 6 weeks for your certificate.

You must provide us with a copy of the certificate once received so we can add it to your application for future bookings.

<http://transportsafety.vic.gov.au/bus-safety/bus-accreditation-registration-in-victoria/bus-operator-registration>

## Booking Terms

Each application to use the bus must be made by the Group/Organisation on the Community Bus Hire Agreement and Booking Form. Please consider these requirements before making your booking:

- The Hirer/Group must nominate a driver. All nominated driver/s must be over 25 years of age and must hold a current full driver's licence (*Probationary licences will not be accepted*) and must be Registered Operators with Transport Safety Victoria
- The Agreement must be read and signed by the Applicant and Nominated Driver, undertaking to comply with these Conditions of Hire
- A copy of the valid Driver's Licence must be provided
- A copy of the Transport Safety Victoria certificate must be provided
- A copy of the Organisation/Group Public Liability Insurance must be provided
- The hirer must confirm the booking by paying the \$100 (cash only) security bond in advance of the booking. If a bond is not received, the booking is not confirmed
- The bus must not be driven to a destination other than those approved at the time of booking or used for any purpose other than that identified in the hire agreement
- The organisation booking the vehicle is responsible for the behaviour of passengers and ensuring all rules and regulations required by law are implemented i.e. wearing seat belts
- The keys and the bus are to be collected by the nominated driver only. Late return of the bus will incur a fee that may be deducted from your security bond, unless prior arrangement has been made.

### How to make a booking

- Return the completed forms to [communitybus@kilmorehealth.org.au](mailto:communitybus@kilmorehealth.org.au)
- Your booking will then be tentatively confirmed in writing to you
- The hirer must confirm the booking by paying the \$100 (cash only) security bond
- Drivers are required to provide the completed application form with required documents
- The keys and bus are to be collected by the nominated driver only. A vehicle condition report will be required to be completed which forms part of the hire agreement.

### Booking Cancellations

It is appreciated that cancellations are made with at least 48 hours prior to date of the booking.

- To cancel your booking, you must notify Kilmore District Health by calling 5734 2156 or by emailing [communitybus@kilmorehealth.org.au](mailto:communitybus@kilmorehealth.org.au)

### Unavailability of the Bus and termination of bookings

If the bus becomes unavailable for any reason, no replacement will be provided. Kilmore District Health assumes no responsibility for reimbursement of any costs associated with the hire of any alternative vehicle.

Kilmore District Health reserves the right to terminate any booking or future bookings due to any breach of conditions of hire and/or misconduct by patrons.

### Fees

There is no fee to hire the bus but a security bond of \$100 (cash only) is required.

### Security Bond

Payment of a **\$100** (cash only) security bond will be required to place a booking. This must be made in person to Jade Sheather at Kilmore District Health at a time that has been agreed by both parties. A receipt will be given once the security bond has been paid. The security bond will be refunded on return of the bus, in a satisfactory condition.

The security bond may be used by Kilmore District Health to meet any of the following expenses:

- Damage to the bus
- Top up of fuel upon return
- Fines incurred by the hirer, whilst using the vehicle
- Cleaning of the bus (if required)

Additional costs may include but are not limited to:

- Toll costs incurred during the time of the hire, plus any additional late fees
- Lost keys – will be charged at replacement cost
- All costs to repair the vehicle caused from adding the incorrect fuel will be the responsibility of the organisation hiring the vehicle

*Note: The bus must be returned in a satisfactory condition, otherwise, a deduction will be taken from the security bond.*

## Conditions of Use - Hirer/Organisation

- The bus must not be driven to a destination other than those approved at the time of booking, nor used for any other purpose other than identified in the hire agreement
- You cannot take the bus earlier than the booking day and time you have agreed on
- The organisation booking the vehicle is responsible for ensuring all rules and regulations required by law are implemented e.g. wearing seat belts
- 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
- The organisation is responsible for ensuring a responsible adult supervises children in the vehicle at all times
- All drivers are required to provide a current driver's licence. A photocopy will be taken for the purpose of managing the bus bookings and driver registration.

## Driver Requirements and Responsibilities

It is expected that authorised drivers meet their responsibilities with due care and diligence.

An authorised driver must operate a public passenger vehicle safely and be aware of the vehicle's surroundings. Drivers must pay particular attention when reversing a vehicle to ensure all areas surrounding the vehicle are clear before proceeding to reverse.

*When operating a public passenger vehicle, the authorised driver must:*

- carry their driver's licence at all times
- have a blood alcohol concentration of zero
- not be under the influence of a drug (including a medication) while driving
- not drive while fatigued
- be medically fit

## Log Book

A vehicle log book will be kept in the bus and must be completed prior to leaving with the bus and at the end of the allocated usage time. The driver is required to complete the vehicle log book whenever they drive the Bus.

## Cleaning and refuelling the bus

- The vehicle must be returned with a full tank of UNLEADED fuel
- The bus must be returned to the same state in which it was collected, clean and tidy
- Failure to return the bus with a full tank of fuel will incur a refuelling charge and will be deducted from the security bond.

## Fines

- Drivers are required to be aware of and observe all road regulations and laws. No person other than the authorised driver (nominated on the booking form) is permitted to drive the bus
- The driver will be held responsible for any penalties, infringements and other fines associated with the hire of the vehicle
- Whilst in possession of the bus, it is the user's responsibility to pay all parking fines and driving violations

### Emergency Driver

- The vehicle must not be driven by any person other than the person nominated or the emergency driver at the time of the booking via the hire agreement
- If there is a change in driver, a person other than the driver on the application form may drive the vehicle if the health of the nominated driver is affected

### Collection of keys and location of the bus

The bus is located at Dianella Hostel, 1 Anderson Road Kilmore. The keys need to be collected and returned to Jade Sheather at Kilmore District Health, 1 Anderson Road Kilmore at an agreed time.

Please note that this location is a pickup point only for the driver. Passengers should be collected at a separate location.

### Driver's Car

The driver's car may be parked in the bus car park whilst the bus is being used. Kilmore District Health does not accept any responsibility for any damage sustained in this instance.

### City Link and East Link Tolls

Please note: the bus **does not** have an e-TAG. The hirer is required to purchase the appropriate day-pass if toll roads are to be used. Any fines issued due to tolls not being paid is the responsibility of the hirer.

## **Hirer Responsibilities**

### Cleaning the bus

All bus users share the responsibility for cleaning the vehicle. After use, it is imperative that the bus is thoroughly cleaned inside and out. This includes:

- All rubbish removed
- All 'touch' points are wiped with antibacterial wipes
- Sweeping dust/crumbs/mud from floor and seats
- Seats are wiped if required
- If muddy, the exterior and floor are to be washed

Failure to do so will result in your security bond not being refunded.

### Height Limits

Under no circumstances is the bus to be driven through an automatic carwash or into a commercial parking station as this can cause significant damage.

### Overnight parking

You must secure the bus in off-street parking (where practical) if the hire period is overnight.

### Public Liability Insurance

The hirer must supply a certificate of currency for Public Liability Insurance prior to usage and must include the following information:

**Name of Insured:** Your Group/Organisations details  
**Interest Insured:** Legal liability to third parties for bodily injury and property damage arising out of the activities of the Insured.

Please note, the occupants of the vehicles are insured by Compulsory Third Party Insurance. 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.

Kilmore District Health is not responsible for any loss or damage to any property belonging either to the hirer or any person using or travelling in the bus.

## **Safety**

### Child restraint and booster seats (NOT PROVIDED)

- Children aged under six months must use a rear facing child restraint
- Children aged six months to four years must use a forward-facing child restraint with built in harness. Children aged four years to seven years must use forward facing child restraint or approved booster seat.

### First Aid Kit

There is a first aid kit located in the bus if required. Please ensure you advise Jade Sheather of any items removed from the first aid kit when you return the bus.

### Smoking and Alcohol

- Smoking and alcohol consumption is strictly not permitted on the bus at any time
- It is the responsibility of every person driving a vehicle/bus, as defined under section 3 of the *Bus Safety Act 2009 (VIC)* to ensure they have no drugs or alcohol present in their blood or breath immediately before, or while driving a vehicle/bus. Drivers are to register a 0.00 alcohol reading whilst driving the bus
- The vehicle is NOT INSURED if the driver's blood alcohol limit exceeds the legal limit. Kilmore District Health will recover all costs associated with an accident/loss from the hiring organisation where the legal blood alcohol limit is exceeded.

## **Security and Maintenance**

### Accident

The bus is comprehensively insured. In the event of an accident, the hiring organisation will incur either the excess amount or the cost of repair, whichever is less.

Any mechanical defect, body damage or accident in which personal injury or property damage has been sustained, must be reported to Jade Sheather, Kilmore District Health on the same day.

Any incident must be reported to Jade Sheather, Kilmore District Health immediately. An incident report must be completed and submitted and further instructions and reports may be requested in line with Transport Safety Victoria and OHS incident/accident reporting requirements.



### Breakdowns

The bus undertakes scheduled servicing as required.

Kilmore District Health is a member of the RACV Roadside Assistance. In the case of any difficulties, please contact the RACV on 131 111, Membership Number: 7580177.

***Under no circumstances, are any repairs to be authorised or permitted.***

### Damages

Any damage (e.g. accidents, slashed seats or interior etc.) during a group's outing will be dealt with as follows:

- In cases of significant wilful damage, the hirer will be fully responsible for paying all costs related to repairing the bus and the bus will not be made available to that particular group again
- The responsible hirer is to pay for any minor repairs and damage if the total cost is less than the insurance excess.

When damage results from vandalism by the hirer, irresponsible use, or malicious damage, it will be the responsibility of the organisation/group using the bus to cover all costs incurred by Kilmore District Health in repairing it for further use.

### **Emergency Contacts**

If an emergency occurs, please contact 000 immediately and when possible contact Kilmore District Health.

Kilmore District Health	03 5734 2156 After hours – 0488 050 366
Fire, Police, Ambulance	000
City Link	13 26 29
RACV	131 111 Membership Number: 7580177