



INNER WEST COUNCIL

INNER WEST COUNCIL COMMUNITY BUS CONDITIONS OF HIRE

GENERAL INFORMATION

Inner West Council - Leichhardt offers the hire of 2 community buses.

Wet hire is defined as the hire of a bus with an operator (driver).

Dry hire is defined as the hire of a bus without an operator (driver).

21 seat bus available for hire

- Mitsubishi Rosa
- Can seat up to 21 passengers
- Is only available for *Wet hire*
- Provides an accessibility ramp onto the vehicle

19 seat bus available for hire

- Toyota Coaster
- Can seat up to 19 passengers
- Is available for *Wet* and *Dry Hire* – Refer to Conditions of *Dry Hire*
- Provides an accessibility ramp onto the vehicle

ELIGIBILITY GUIDELINES

Applications are assessed and prioritized against the following criteria:

- The group is non-profit and non-government (with the exception of Inner West Council operations).
- The group is based in the municipality and/or its members predominantly live in the municipality.
- The group is transport disadvantaged i.e.; cannot meet the costs of a commercial rate.
- The group meets the needs of aged, disabled, children, young people or disadvantaged residents.

BOOKING AND PAYMENT OF FEES

Bookings are coordinated through Councils Community and Cultural Services Section.

Bookings will be accepted upon order of receipt and are dependent upon bus and driver availability.

Inner West Council reserves the right to refuse any booking.

Confirmation of bookings will be provided to the applicant in writing.

Bookings for the following calendar year will be accepted once bookings open in approximately September each year.

Fees are based on Councils Schedule of Fees and Charges applicable at the time of your hire period.

A 25% surcharge will apply to all non-Inner West based community groups.

Minimum hire period is 3 hours.

Bookings for overnight trips will not be considered.

For the 19 and 21 seat buses, the hiring time starts from the Balmain Depot (Llewellyn St, Balmain) and includes a daily 30 minute bus safety check undertaken prior to the bus trip. The hiring time finishes with the bus arrives back to the Balmain Depot.

Regular Hirers will be invoiced quarterly unless alternate arrangements are made with Council Officers. Casual Hirers will be invoiced after their booking.

Payments must be made within the terms of the invoice. Non-compliance with this may jeopardise future bookings.

CANCELLATIONS

All bookings cancelled without a minimum 5 working days will be charged a cancellation fee.

CONDITIONS OF DRY HIRE

Dry hire is only available for the hire of the 19 seat bus. To be eligible for dry hire (hire without and operator), you must be a community organisation. For the hire of Inner West Council – Leichhardt community buses, a community organisation is defined as any association or company that is incorporated under the Associations Incorporation Act 2009 (NSW) or Corporations Act 2001 (Commonwealth).

Hirers applying for dry hire must complete and submit an *Application for Dry Hire* with their *Booking Application Form*. This includes agreement to the General Terms and Conditions outlined in the *Vehicle Hire Agreement for Dry Hire of Community Bus*.



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DETAILS OF TRAVEL

For wet hire, drivers will be authorised Inner West Council employees with appropriate qualifications.

Allocated pick up and drop off times will be adhered to, unless discussed prior to the trip with the driver.

All travel must be on sealed roads.

Travel arrangements must be nominated on the *Booking Application Form*. Unless prior arrangements have been made with Council Officers, the parameters for travel are:

- Gosford (to the north)
- Springwood (to the west)
- Wollongong (to the south)

In the event of an accident or injury incurred whilst on the Community Bus, passengers are fully covered by the Vehicles Green slip insurance.

CONDUCT AND SAFETY ON THE BUS

The supervision of all passengers is the responsibility of the Hirer.

Smoking, consumption of food or drink and drugs or alcohol is not permitted on the bus.

All passengers must behave in an orderly manner.

The driver is not responsible for the care of aged people or the supervision of children or youth.

Only hand luggage placed under the seat or in a designated storage area is able to be carried on the bus.

All users must leave the bus in a clean and tidy condition.

The Bus Driver holds a current First Aid Certificate and a first aid kit is provided on the Bus.

If the driver believes on reasonable grounds that the conduct of a passenger is endangering the safety of any person, the driver of the bus must take such action as is appropriate (for example, removing a person from the bus or terminating the hire period).

PASSENGER LIMITATIONS

The total number of persons travelling on the 21-seat bus cannot exceed 22. This includes the driver.

The total number of persons travelling on the 19-seat bus cannot exceed 20. This includes the driver.

Due to the absence of appropriate safety restraints, children under the age of 18 months shall not be transported in the bus.

The maximum number of children and the ratio of adults to children is as follows:

- 18 months to 2 ½ years
 - Maximum 12 children
 - At least 1 adult to 2 children
- 2 ½ years to 5 years
 - Maximum 15 children
 - At least 1 adult to 4 children
- 5 years to 12 years
 - Maximum 17 children
 - At least 1 adult to 10 children and not less than 2 adults

All passengers must be seated within the bus with a maximum of one passenger per seat and must wear a correctly adjusted seat belt.

DAMAGES

Where damage results from vandalism by the *user*, irresponsible use, or malicious damage, then it will be the responsibility of the Hirer to cover all costs incurred by Council in preparing it for further use. Future bookings may also be jeopardised.

User means either hirer, applicant, occupant, and/or participants travelling in the bus.

BREACH OF CONDITIONS OF HIRE

In the event that there is a breach of the Conditions of Hire, the Hirer may be subject to damages as outlined above, costs as outlined above, civil and/or legal proceedings.