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VEHICLE HIRE AGREEMENT – TERMS AND CONDITIONS

South West Community Transport (SWCT) shall endeavour to ensure access to vehicles by eligible organisations and that access is provided without discrimination.

SWCT reserves the right to refuse access to persons who it reasonably believes may pose a risk to the safety or well-being of other passengers, team members, themselves or the general public.

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

Group permanent bookings may be made by submitting an Expression of Interest for access to SWCT vehicles. Copy of the EOI may be obtained by phoning 9426 8999 or downloaded from SWCT website at <http://swct.com.au/vehicles/external-vehicle-hire/>

Restrictions of Use

Informal groups that are not part of an organisation, and are thus not incorporated or accredited, are not eligible. It is inappropriate for SWCT to take on the risk of liability for passenger safety and activities of the group when:-

- a) The group holds no public liability insurance;
- b) The group is not accountable to any committee or body for service standards or operating requirements.

Conditions of Use

1. Hirer

1.2 The vehicle must remain within the boundaries of Sydney, Wollongong, Hornsby, Berrima and Penrith.

1.3 User groups shall submit a written request for and obtain written authorisation from SWCT Management to travel outside the boundaries. Out of Boundaries Request Form may be obtained by contacting SWCT or downloading from SWCT website at <http://swct.com.au/external-vehicle-hire>

1.4 Vehicles must not be driven to any destination other than those identified on the Vehicle Hire EOI and approved at the time of the booking, nor used for any other purpose other than that identified in the original hire agreement. Should the vehicle be used for any other purpose than those stated on the Vehicle Hire Application/Expression of Interest penalties may include:

1.4.1 Charge of a double hire rate

1.4.2 No further access to vehicles

1.4.3 Legal proceedings

1.5 User groups must provide information on destinations at least 1 week in advance of booking if destination other than that indicated on original hire agreement.

1.6 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.

1.7 The organisation booking the vehicle is responsible for ensuring children in the vehicle are supervised at all times by a responsible adult and that they are restrained/seated as per rules and regulations required by law.

1.8 The organisation booking the vehicle is responsible for ensuring all rules and regulations required by law are implemented e.g. wearing of seat belts.

2. Driver – Provided by Hirer

2.1 A copy of the driver's current licence (appropriate level to vehicle) shall be made available to SWCT at the time of booking and upon renewal of that licence.

2.2 The completion of a log sheet and provision of statistical information on passengers will be required from the driver and the user group via the vehicle hire form provided in the vehicle on the day of hire.

2.3 The driver shall be liable for all traffic infringements incurred.

2.4 Except in an emergency, the vehicle must not be driven by any person other than the person nominated at the time of booking via the original Hire Agreement. Any such emergency must be reported to SWCT immediately by phoning **0410207963**

2.5 If there is a breakdown, the driver should contact the service provider **identified in the Vehicle Operators Manual located in each vehicle**. Membership details are kept in this manual.

2.6 Should the driver act in an irresponsible manner causing or contributing to damage either mechanically or to the body of or equipment within the vehicle, the hirer will pay for the full cost of the repairs, and the drivers right to access SWCT vehicles may be revoked.

3. Driver provided by SWCT

3.1 Where agreement exists between SWCT and the hirer a driver may be provided by SWCT. SWCT will allocate the most appropriate and available driver on any given day. No one driver will be provided to a group.

3.2 Where groups require SWCT to provide drivers, full cost recovery for driving hours will be invoiced unless alternative arrangements negotiated and supported in writing, prior to booking.

3.3 Where a SWCT driver is provided and the hirer provides a Carer on the vehicle the Vehicle Carer Guidelines provided by SWCT shall apply at all times. Guidelines may be downloaded from SWCT website at <http://swct.com.au/vehicles/external-vehicle-hire/>

3.4 Where a SWCT driver is provided that driver remains under the direction of SWCT at all times and SWCT Policies and Work Health and Safety guidelines shall apply.

4. Vehicles

4.1 The vehicles do not have provision for large amounts of luggage. No luggage is permitted on the bus or in the bus aisle. Hirer's are permitted to take hand luggage only on the vehicle.

SWCT does have a trailer that may be hired depending upon the circumstances and the vehicle being utilised

4.2 The vehicle compound is located at 10 Cary Grove, Minto.

4.3 SWCT retains the right to allocate the most appropriate vehicle available on each day of hire.

4.4 Smoking, eating and drinking is prohibited on all vehicles

4.5 The vehicle shall be returned to its compound at the agreed time, as identified in the original hire agreement.

4.6 The vehicle shall be returned in a clean and tidy condition. Failure to do so shall incur a cleaning fee.

4.7 The vehicle shall be returned with a full tank of fuel. Failure to do so shall incur a fuelling fee plus the cost of the fuel.

4.8 For the safety of passengers SWCT provides the following equipment on all vehicles

Fire extinguisher/s

First Aid kit

Universal precaution 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.

In the case of over use, abuse or theft the hirer may be charged for the cost of replacement in addition to an administration fee.

5. Accident, Loss, Damage of Property

5.1 Accident Procedure:

If an accident involves another vehicle refer to Vehicle Operators Manual **for a copy of the Vehicle information sheet** which identifies details required re the accident

If a person is injured contact emergency services immediately

All accidents MUST be reported to the police within 24 hours

Notify SWCT immediately of any accident/damage to the bus by phoning **0410207963**

5.2 In the event of an accident or damage to the vehicle the Hiring group is responsible for the cost of the insurance excess or the cost of repairs up to the value of the excess (whichever is the least amount). This amount being payable within 14 days of the incident/damaging occurring. Refer to SWCT quote to identify level of excess which will be applied.

5.3 SWCT vehicles are insured through AON Risk Services. 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 for damage caused by passengers will be the responsibility of the hirer and payable within 14 days.

5.5 SWCT 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 vehicle.

5.6 SWCT 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.

5.7 In the event of breakdown or accident, SWCT will NOT be responsible for the provision of or payment for alternative transportation or accommodation.

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

- Vehicle Hire Application Form
- Carers Guidelines
- Log Sheet
- Vehicle Operators Manual