

VEHICLE HIRE AGREEMENT – TERMS AND CONDITIONS

South West Community Transport (SWCT) shall endeavour to ensure access to vehicles by individuals and 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.

1. Conditions of Use

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 The organisation booking the vehicle is responsible for ensuring all rules and regulations required by law are implemented e.g. wearing of seat belts.
- 1.5 Private hirers are subject to a \$500 bond to be paid via Cash, Electronic Funds Transfer or cleared Cheque prior to the vehicle being released. Bond will be fully refunded within 24 hours of the return and inspection of the vehicle, provided that the vehicle is clean, undamaged, and refuelled. A 1% surcharge will also be charged for payments via credit card.

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 driver shall be liable for all traffic infringements incurred.
- 2.3 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 **0434 999 307 or 0414 827 914**.
- 2.4 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.

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.
- 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.
- 3.5 Where a SWCT driver is provided for an overnight/ extended use hire, the hiring group will be financially liable for all costs incurred including accommodation, meals etc. Legal requirements such as timely breaks when driving must be considered by the hirer when preparing timetables etc.

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. Hirers 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 or Unit 1/ 32-34 Priestley St, Mittagong.
- 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 appropriate to the vehicle type.
- 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

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 regarding an 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 **0434 999 307**.

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 Irecon Insurance 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 at the liability of the hirer or may 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 payment for alternative transportation or accommodation.