

# Community Bus Hire Terms and Conditions

## General Conditions

1. These Terms and Conditions are applicable to the Cardinia Shire Community Bus, registration 1MV 7BS.
2. Applicants must be over the age of 18 at the time of Application.
3. The Applicant is responsible for appointing driver/s with a valid car licence
  - a. at the time of application and
  - b. during the Booking times
4. The Applicant is responsible for providing a copy of the appointed driver/s vehicle licence to Council.
5. Booking Application forms must be complete a minimum of 5 business days prior to the Booking.
6. The Booking is not confirmed until the Booking Application process is complete. The application will be deemed complete when the Applicant has
  - a. Supplied all required supporting documentation by the dates requested or by extended dates where approved in writing a Council authorised officer
  - b. Met all booking requirements.
7. The Applicant can only access and use the bus during the times and dates set out in the Booking Application
8. The Booking will be cancelled immediately should
  - a. The Applicant or any Representatives of the Applicant breach any of the Terms and Conditions
  - b. The Booking be deemed unsafe or non-compliant with the booking terms and conditions
  - c. Council identifies a misrepresentation or misuse.
9. It is the responsibility of the Applicant to comply with all laws including Community Local Law 2024 and all other legal requirements relevant to the operation of the Bus and to ensure that employees, agents and other persons associated with the Booking also comply.
10. The Applicant and any Representatives occupy and use the Bus at their own risk.
11. The Applicant is at all times responsible for ensuring:
  - a. The good order, conduct and behaviour of those persons taking part of the Booking;
  - b. All safety risks to Representatives or participants and other persons in or around the vehicle are minimised.
  - c.
  - d. The Bus is returned in good working order, clean and fuelled ready for the next user.
12. If a Booking Application is declined, the Applicant may request for a review of the decision. This review will be conducted by a senior Council Officer who will re-evaluate all information regarding the Booking, additional information and/or meetings may be required.

## Safety and Emergency Management

13. The Applicant is responsible for providing a suitable first aid kit for the activities during the Booking.
14. The Applicant is responsible for familiarising themselves with the Bus and its operating procedures.
15. The applicant is responsible for ensuring the appropriate restraints are used for all person.
16. The Bus may be required for use by Council in an emergency, and Council reserve the right to cancel your Booking minimal notice.

## Liability

17. The Applicant must hold a comprehensive public liability insurance policy for minimum of twenty million dollars (\$20,000,000) for Booking. The policy must remain in place for the duration of the Booking. A certificate of currency must be provided with the Booking Application.
18. The Applicant accepts all responsibility with fines and/or infringement notices occurring during their Booking times.
19. The Applicant indemnifies and releases the Council from all liability arising from the use of the Bus by the Applicant, the body it represents or any of the Booking Representatives including:
  - a. Any claim made by any person for injury, loss or damage arising in any manner
  - b. Any loss or damage to any property belonging to the Applicant or Representatives
  - c. Any loss, damage, injury or illness sustained or incurred by the Applicant or any of the Applicant's Representatives.

## Fees and Charges

20. Council reserves the right to determine the fees and charges including but not limited to hire charges, and bonds by the endorsed fees and charges schedule.
21. Any additional cleaning required, damaged incurred or security call outs as a result of the Booking and associated activities may be charged to the Applicant.
22. All Bookings have a 2-hour minimum rate and are charged in 30 minute increments

## Casual hirers

23. A bond may be charged and held by Council to cover any damage to the vehicle as a result of a Booking.
24. All fees and charges must be paid in full as per the invoice due date.
25. Access to the Bus will not be granted until payment has been received.
26. The bond will be held by Council until the confirmation the Bus has been left in good order.

27. Council reserves the right to retain the Bond and on charge additional charges in the event of damage to the bus, equipment and surrounds, or improper use of the bus, security call outs, additional cleaning or misrepresentation in the Booking.

### **Regular hirers**

28. Regular hirers will be invoiced each quarter. The full balance must be paid within the invoice due date.
29. Alternate payment terms may be considered in consultation with Council.

### **Cancellation or postponement**

30. Once a Booking Application has been confirmed, cancellations or postponements by the Applicant must be lodged in writing to [connectedcommunities@cardinia.vic.gov.au](mailto:connectedcommunities@cardinia.vic.gov.au) at least 5 business days prior to the Booking. All charges will be refunded if within this timeframe.
31. Cancellations or postponements received less than 5 business days prior to a confirmed Booking will incur a charge of 50% of the Booking fees excluding bonds.
32. Changes to Booking times must be provided in writing to [connectedcommunities@cardinia.vic.gov.au](mailto:connectedcommunities@cardinia.vic.gov.au) at least 5 business days prior to the Booking commencement.
33. Council reserves the right to cancel any Booking at their discretion with minimal notice.
34. Cardinia Shire Council will not be liable for any other expenditure or income incurred or loss sustained, whether directly or indirectly by the Applicant arising from a cancellation or postponement.
35. If the Bus is not available due to servicing, maintenance or any other reason outside of Council control, or due to Extreme or Catastrophic Fire Danger Days, Council will provide a full refund of the Booking fees.
36. Council will not be liable for any out-of-pocket expenses or charges that the function incurs due to cancellation/relocation.

### **Fire Danger Days**

37. Council have the right to cancel any booking should it determine the safety of Applicants and their Representatives be compromised on some Fire Danger Days with minimal notice.
38. On Catastrophic Fire Danger Days the bus must remain only in areas outside of the Bushfire Prove Overlay. See map at end of document.

### **Use of Bus and Access**

39. The Bus can only be used for the purpose and details outlined in the Booking Application unless written approval has been obtained from a member of the Connected Communities Team

40. If requested, the Applicant must undertake a vehicle handover and hand-back in accordance with Council process.
41. Access roads into the depot must be kept clear at all times except when the vehicle is in motion to the prepared parking location.

### **Prohibited Activities**

42. The following activities are prohibited inside the Bus:
  - a. breach the Roads Management Act 2004.
  - b. Smoking, vaping, and use of e-cigarettes inside the vehicle in line with the Victorian Tobacco Act 1987.

### **Damage**

43. Applicant will be liable for any damage done to the Bus that occurred during the Booking and associated activities. The Applicant accepts a \$2000 excess charge for insurance claims from damage incurred to the vehicle or the Facility and surrounding grounds.
44. If the Applicant fails to comply with this condition, Council may carry out the necessary works to repair any damage incurred during/in relation to the Booking, the Applicant will be liable to indemnify the Council for all expenses incurred in carrying out such works. Any damage to the Bus and Council assets at the Applicant's cost.
45. The Applicant accepts responsibility for loss and damage caused by their booking, Representatives and associated activities.

### **Cleanliness**

46. At the conclusion of the Booking all waste and equipment associated with the Booking must be removed from the Bus and left in a clean and tidy condition.
47. Applicant will be liable for any additional cleaning costs incurred as a result of the Booking and the Booking's associated activities.

### **Occupational Health and Safety**

48. The Applicant is responsible for ensuring the associated Activities comply with relevant Work Safe Codes of Practice and the Road Safety Act 1986.

### **Traffic Management**

49. The Bus must only be parked in designated parking bays.
50. The Bus must only be driven on designated roads.
51. The Bus must not be taken offroad.
52. Vehicles must comply with all parking regulations.

## **Alcohol Management**

53. The Applicant must ensure that no alcohol is distributed or consumed inside the Bus.
54. The Applicant is responsible for ensuring the driver is fit to drive the vehicle and not under any influences that could effect their driving.

## **Child Safe Standards**

55. The Applicant must provide adequate supervision for children at all times during the Booking and associated activities.
56. The Applicant must comply with the Child Safe Standards published pursuant to the Child Wellbeing and Safety Act 2005 (Vic)
57. The Applicant acknowledges that the Child Safe Standards can be found at the website [www.vic.gov.au/about-child-safe-standards](http://www.vic.gov.au/about-child-safe-standards) (current at time of publishing).
58. If the Applicant's Booking activities involve persons engaged in 'child related work' within the meaning of the Worker Screening Act 2020 (Vic) (WSA). Applicants must ensure that all employees and volunteers who are required to obtain a WWC clearance (as defined in the WSA) have done so, before working with children in the Facility.
59. The Applicant must provide a copy of the WWC clearance for each of the Applicant's Representatives to the Council, on demand.
60. The Applicant must advise Council immediately of any allegations or pending investigations of inappropriate conduct that occurred during the Booking and associated activities and Representatives.

## **Filming**

61. Filming is permitted if written approval has provided by Council accordance with The Filming Act 2014.

## **Animals**

62. No animals are permitted unless they are an assistance animal. The appropriate restraints or carriers must be used.

## **Vehicle Return**

63. A Vehicle inspection will be carried out by a staff member as soon as possible after return of the Vehicle. The Applicant is responsible for any new damages found upon Vehicle inspection. The Applicant must return the Vehicle with all of its original components and accessories and is liable for the replacement cost of any missing parts

## **Fuel & Refuelling:**

64. If the Applicant fills the Vehicle with an incorrect fuel grade or type they will be responsible for the full cost of any resulting loss or damage. The Fuel type is specified in the user manual and the label inside the fuel flap. Community Bus 1MV 7BS is fuel type diesel.
65. The vehicle must be returned to the original location with a full tank of fuel at the conclusion of the booking. (Diesel only)

## **Definitions**

For the purposes of these Terms and Conditions the following terms are referred to in the follow ways:

### **(The) Applicant:**

The Applicant (who will most likely also be the Booking organiser, or hirer) is responsible for the overall management of the Booking and will be the key contact for the Council. The role and responsibilities of an Applicant include Booking oversight, and liaison. The Applicant must be contactable throughout the Booking process.

### **(The) Booking:**

A Council approved 'booking' is required for the use and hire of the space/s.

### **Asset:**

Any property, facilities or equipment owned and/or managed by Cardinia Shire Council.

**Bus:** The vehicle registered as 1MV 7BS.

### **Casual hirer:**

Applicant who books space/s on a one-off basis or whose booking does not repeat on a specified day and times for a period exceeding 30 days.

### **Regular hirer:**

Applicant who books the Bus on a recurring basis on a specified day and time for a period exceeding 30 days. Or the Booking that repeats monthly on a specific day, time/s and Space.

### **Representative:**

Any person/s partaking in the associated activities that form part of the Booking. Including but not limited to contractors, service providers, volunteers and attendees.

### **Handover:**

This refers to a process where a Council Officer will meet The Applicant to hand over a safe and clean site before the event date, and then meet again after the event to receive the site back in the same safe and clean state that it was received.

**Senior Officer:**

This refers to a Team Leader position in Council or position higher in the organisation.

